Cases Reported this Week.

In the Solicitors' Journal.

In the Weekly Reporter.

The Solicitors' Journal and Reporter.

LONDON, FEBRUARY 16, 1889.

CURRENT TOPICS.

CONTRARY TO EXPECTATION, the examiners of the court have received an addition of three to their number, which now stands at twenty-two. The complete list of examiners, who are appointed for five years from the 8th of February, 1889, appears in another column. The three gentlemen whose names are last on the list represent the new appointments.

WE STATED last week that it was understood that two of the masters of the Supreme Court had sent in their resignations. We are informed that Master JENKINS (not Master BREWER, as has been stated) retired on Friday in last week; and the appointment of Mr. JOHN MACDONELL as his successor has already been announced. We believe that the resignation of another learned master is under consideration, and it is rumoured that yet another is also about to retire.

ANOTHER RESULT of the extraordinary drafting of section 65 of the County Courts Act, 1888, appears from the case of *Skinner* v. *De Faria* (reported elsewhere). That case decides that, if the plaintiff's claim in an action of contract originally exceeds £100, a reduction of the claim to a sum not exceeding £100 after action brought, by payment into court, will not enable the judge to remit the action to the county court. Under section 26 of the County Courts Act, 1856, if the claim in an action of contract was reduced below £50 by payment into court after action brought (*Gray* v. *Hopper*, 36 W. R. 746, 21 Q. B. D. 246), either party, after issue joined, might apply to have the case tried in the county court. The words "payment into court," however, are omitted from section 65, and the consequence seems to be that if the claim is reduced by payment into court, from a sum exceeding £100 to, say, £5, the action must now remain in the High Court.

WE ARE INFORMED that the Board of Inland Revenue, in reference to the stamping of orders appointing trustees for the purposes of the Settled Land Act, have, in effect, abandoned the position recently adopted by them. According to the Stamp Act, 1870, a stamp of 10s. is prescribed to be affixed to every appointment of "*new* trustees," and it appears that the decision of the board, that no stamp was necessary, turned wholly on the word "new." They appear to have considered that this word was intended to apply to the trust, and that it indicated an intention on the part of the Legislature that the trustee appointed should have had a predecessor in the trust, and not that he is to be newly appointed. That the courts have not so held is tolerably clear from the fact that the 9th section of the Trustee Extension Act (15 & 16 Vict. c. 55), which says that "new trustees may be appointed whenever it shall be found inexpedient, difficult, or impracticable to appoint them" out of court, has been made applicable to cases where there were no existing or previous trustees. And on the subject of this word "new" it is worthy of remark that the 38th section of the Settled Land Act provides that wherever it is expedient to appoint "new trustees" the court may appoint "trustees," which rather indicates that the Legislature does not draw the distinction between "trustees" and "new trustees" now practically abandoned by the Board of Inland Revenue. In consequence of a communication from the board to the Chancery Registrars, orders appointing trustees for the purposes of the Settled Land Act will, in the future, continue to require a 10s. stamp.

THE RE-APPOINTMENT of the examiners of the court has, we understand, brought with it a curious communication to each individual on the new list directing him to take his examinations between ten o'clock and four o'clock, and holding out an intimation that, in the event of this direction not being complied with, the circumstance will be considered five years hence, when the present appointments expire. It is

alleged that complaints have been made of delay taking place in the carrying out of examinations, and this direction is given by way of providing a remedy. Was ever any reasoning more inconsequent? All, or nearly all, the holders of the office of examiner have other occupations; and not only so, the counsel, solicitors, and witnesses concerned are not always able to accommodate the time they can spare to attend an examination to any given hour of the twenty-four. If the direction means that examinations are to take place between ten and four, and at no other time, the complaints of delay will be numerous, and probably half the gentlemen on the list will have to relinquish their apppointments. The fact is that appointments to take examinations are, as a rule, more convenient to all parties if taken after four o'clock, so as not to trench upon the time when the courts are sitting, and when the parties have engagements which cannot be postponed. The office of examiner is not specially lucrative, and, although the examiner is an officer of the court, his duties only arise from time to time when an examination is referred to him. At other times he is free to follow his profession, and it would be inconsistent with the authority the court can exercise over him to require him at short notice to put all other occupations aside and to enter upon an examination involving a disregard of previous engagements. The direction, however well intentioned, is misconceived, and ought to be withdrawn.

We printed last week a letter from a well-known solicitor telling us that he had seen a land charge which was stated to have been registered under the Land Charges Registration and Searches Act, 1888, but which bore only the indorsement "Registered under the Land Charges Registration and Searches Act, 1888," without any signature or official seal or stamp. Our correspondent very reasonably suggested that the practice followed in case of documents registered in any public office should be continued, and that the indorsement should be authenticated by signature or seal. No information has reached us that the omission of any signature or seal in the indorsement on the land charge was the result of an oversight; and we may perhaps conclude that, as in the case of the now famous "anti-solicitor notice," this wonderful office thinks it better to let everything done in it be anonymous. The importance of the matter, however, arises from the fact that the office which, whether by mistake or design, allows an unsigned indorsement to go out, is the department to which Lord Halsbury proposes to commit the whole land transfer business of the country, and that by the singularly ill-advised revelations contained in the notice above referred to the profession has been told that his design is, if possible, to have this business conducted by the office without the troublesome interference of solicitors, who possess the enormous disadvantage of being skilled in real property law and conveyancing. Land transfer by the light of nature would be seriously embarrassed by the intervention of these specialists. Under these circumstances, the Bill which, we believe, will be shortly re-introduced, is likely to excite a good deal more interest in the profession than it did last year. The letters which we print elsewhere, and those we printed last week (which are only a sample of numerous communications which we have received) shew the feeling which is springing up, and which, we imagine, will be considerably intensified when the latest edition of the Bill is introduced. There is one point, however, on which we think that some of our correspondents (no doubt owing to want of information) do serious injustice. They seem to assume that the Council of the Incorporated Law Society was last session so occupied in promoting legislation in the interests of the public that they forgot to look after the interests of solicitors. The passing of the Solicitors Act seems to be lost sight of; and with regard to the Land Transfer Bill, the truth is, we imagine, that, so long as it was on the carpet, no subject received so much of the time and attention of the council. It seems to be forgotten that by far the most searching criticism which was bestowed on the measure was in the "observations" published under the authority of the council, and that the extremely unfavourable reception which the Bill met with in the House of Lords may fairly be said to have been due to the diligent circulation of these observations and other papers issued by the council among the members of that House. We believe that the council may be relied on to spare no effort to protect the interest of solicitors in connection with the Bill when it is re-introduced. What should be done now is to co-operate with them in every possible way, and in particular in the way of influence on members of the Legislature, to prevent the passing of a Bill which is really wanted by no class, which will create a giant system of officialism and patronage, will deprive solicitors of a leading branch of their work, and will not, we believe, afford, in the long run, any advantage to the public which might not have been gained without throwing the whole system of land transfer into the cauldron.

Mr. Justice Kay appears to have made an exceedingly happy discovery. The vacation judge who knows not Seton on Decrees is naturally an eligible object for rebuke, and if Mr. Justice Kay could have carried out his admirable idea of revising and correcting his peccant vacation brethren, there would probably have been a perennial supply of interesting work. We must admit that it is a little awkward that, at the very outset of the new undertaking, the Court of Appeal should have held that it was not the vacation judge who blundered, but the judge who assumed to set him right; we trust, however, that the Rule Committee will see their way to an alteration of the Rules of Court which will remove the trifling difficulty of want of jurisdiction which at present stands in the way of Mr. Justice Kay's excellent design. It is, perhaps, too much to expect that the vacation judge for the time being shall be included in the terms of R. S. C., ord. 65, r. 11—commonly known as the solicitor-baiting rule; but we venture to submit that a rule enabling Mr. Justice Kay (pending a reference to ascertain whether an order made by a vacation judge is or is not correct in form) to express a confident opinion that the order is altogether wrong and to add a few observations on the characteristics of the judges of the Queen's Bench Division, would be in strict accordance with the principle of the rule referred to. The story of the regrettable decision of the Court of Appeal is as follows:—In an action by equitable mortgagees, against the mortgagor and prior mortgagees, for redemption and foreclosure, an order was made by Mr. Justice Denman, as vacation judge, in October last, appointing a receiver and manager of the mortgaged property, and restraining the mortgagor and his tenant from receiving the rents. The plaintiffs afterwards moved before Mr. Justice Kay to commit the mortgagor and tenant for an alleged contempt of court in obstructing the receiver and manager in the discharge of his duties. When this motion came on to be heard, Mr. Justice Kay thought that the order of Mr. Justice Denman contained some words which were not in accordance with the ordinary practice, and he directed it to be amended by striking out those words. The plaintiffs appealed, and the Court of Appeal said that, having regard to rule 12 of R. S. C., ord. 63, which provides that "no order made by a vacation judge shall be reversed or varied except by a divisional court, or the Court of Appeal, or the judge who made the order," Mr. Justice Kay had clearly no jurisdiction to make the alteration. He probably supposed that he was correcting an "accidental slip" in the order under rule 11 of order 28, but it was clear from the circumstances of the case that there had been no "slip," and that the words in question had been deliberately inserted in the order. Lord Justice Lindley intimated a doubt whether, even if there had been a "slip," Mr. Justice Kay would have had power in such a case to correct it.

Persons interested in agricultural matters should carefully consider *Shrubb* v. *Lee* (59 L. T. 376). It was there decided that if a tenant claims compensation under the Agricultural Holdings Act, and also makes other claims against his landlord, and all differences between them are eventually referred to the same umpire, such umpire may award a gross sum in satisfaction of all claims, and the award cannot be set aside as invalid. Now the 19th section of the Act expressly enacts that an award under the Act "shall not award a sum generally for compensation, but shall, so far as possible, specify the several improvements, acts, and things in respect whereof compensation is awarded, and the several matters and things taken under the provisions of the Act in reduction or augmentation of compensation, the time at which each im-

provement was executed, and the sum awarded in respect of each improvement." In the face of this positive enactment, however, the judge of the Guildford County Court, and afterwards Lord COLERIDGE, C.J., and MATHEW, J., on an appeal against the award, refused to set the award aside; Lord COLERIDGE observing that there was abundant evidence on which the county court judge could come to the conclusion that this was an award outside the Agricultural Holdings Act altogether; none the less so because there may have been some matters included in the reference which were within that Act. "The reference," observed the learned judge, "is an ordinary common law reference," and in this MATHEW, J., agreed. If the case means that the mere fact that claims outside the Act are made, as well as claims within the Act, is sufficient to make the procedure of an umpire or referees prescribed by the Act unnecessary, we have no hesitation in pronouncing it to be wrong. But if it only means that a *special* agreement to "abide by your [the umpire's] decision in writing as final and binding on all parties" amounts to a waiver of the benefits of the procedure prescribed by the Act, we will content ourselves with doubting the decision and guarding our readers against deducing the larger meaning from it.

IN THE CASE of *Byrne* v. *Brown* the Court of Appeal carried out in a curious manner the letter, and apparently the spirit of the R. S. C., ord. 16, r. 11. By that rule it is provided that the court may, either upon or without the application of either party, order "that the names of any parties, whether plaintiffs or defendants, who ought to have been joined, or whose presence before the court may be necessary in order to enable the court effectually and completely to adjudicate upon and settle all the questions involved in the cause or matter, be added." In the above case there was a lessor A., who had taken the usual covenants to repair from the lessee B. B. agreed to assign the lease to C., who agreed to indemnify her, her executors, and administrators, but *not assigns*, against the covenants therein. There was no actual assignment of the lease to C., but it was afterwards assigned by B.'s executors to D. Thereupon he became liable to the lessor upon the covenants, and against him the lessor brought his action. Naturally D. brought in C. as a third party bound to indemnify him, but when it was discovered that the word "assigns" had been omitted in his agreement there was a link wanting in the chain of liability. This must be supplied by the executors of B., whose liability, of course, still subsisted, and if they could be added as defendants they would at once have a good case against C., and the burden would thus be thrown on the right party. Naturally C. objected, maintaining, on the authority of *Norris* v. *Beazley* (2 C. P. D. 80) that it was for the plaintiff only to add defendants if he chose, and that of various persons liable he could select whom to sue. But that case only went the length of saying that defendants will not be forced on an unwilling plaintiff, and even to that extent it seems a doubtful authority. In the present case the plaintiff was a consenting party, and the joinder of C. was clearly necessary to "settle all the questions involved in the cause." It had, however, the curious effect of imposing upon an existing party a liability he would otherwise have escaped.

IN THE CASE of *Wood* v. *Cox*, a report of which appears in this issue, the Court of Appeal held that the Lord Chief Justice, who tried the case with a jury, had jurisdiction to deprive the plaintiff of costs, as "good cause" existed within the meaning of R. S. C., ord. 65, r. 1. All that the Court of Appeal had to say was whether "good cause" existed or not. If it did exist, as they held that it did in this case, then the discretion of the judge to make a special order as to costs existed, and the Court of Appeal could not interfere. It is necessary, on account of certain expressions in the judgments, to point out that in reality this was all that the court decided. They did not decide whether, if they had been in the place of the Lord Chief Justice, they would have exercised the discretion in the same way as he did. It was no part of their functions to express any such opinion, and their decision does not shew that another judge might not, in similar circumstances, refuse to make a special order as to costs. During the course of the argument the question of the admissibility of evidence of bad reputation cropped up, and the hardship of admitting it was strongly pressed; but the court declined to express any opinion upon the matter, and left it open for future consideration when such a case arose. The case of *Scott* v. *Sampson* (30 W. R. 541, 8 Q. B. D. 491), where it was laid down that such evidence was admissible, must be left for review upon some future occasion.

REPLACING OF LOST CAPITAL.

IN *Lee* v. *Neuchatel Asphalte Co.*, reported elsewhere, a very strong decision has been given by the Court of Appeal against the necessity for a company to make good lost or wasted capital before it can declare a dividend. The question is discussed by Mr. BUCKLEY in the last edition of his work on the Companies Acts (p. 487), and he there says: "The question is believed as yet to be entirely open whether a company under the Companies Acts, which has lost part of its capital by loss on capital account, can continue to pay dividends until the lost capital has been made good." But this point is only meant to be declared doubtful after a distinction has been made between revenue and capital accounts, and apparently Mr. BUCKLEY did not mean to extend the doubt to a mere waste of capital which is necessary to produce any revenue at all, but only to the case of an actual loss in the nature rather of unforeseen misfortune than of natural deterioration. Thus, he says, later on: "It is no doubt true that, before arriving at revenue at all, there are payments which must be made good to capital, on account of capital wasted or lost in earning the revenue. For instance, in the common case of leaseholds, which are a wasting property, the whole of the rental will not properly be income; in the case of colliery properties, the difference between the price at which the coal is sold and the cost of working and raising it will not all be income, for there must also be a deduction made in favour of capital representing the diminished value of the mine by reason of its containing so many less tons of coal; in the case of a tramway company, you will not have arrived at net profit before you have set apart a sum to make good deterioration." But, clear though this argument may be, and supported as it is—at any rate, to some extent—by authority, its cogency in point of law must now be taken to be considerably impaired.

Of course it is well settled that in no case can a company return to its shareholders money which has been actually subscribed as capital. Any arrangement, such as the issue of shares at a discount, by which this would in fact be done is illegal, and the object cannot be effected even under a special provision inserted for the purpose in the articles: *Trevor* v. *Whitworth* (36 W. R. 145, 12 App. Cas. 409). Equally clear is it that the nominal share capital of the company cannot be reduced except under the statutory provisions contained in the Companies Act, 1867. Even under these it was held by Jessel, M.R., in *Re Ebbw Vale Co.* (4 Ch. D. 827) that there could be no return to the shareholders of capital actually paid up, and in consequence this was expressly authorized by the Act of 1877. But between these two cases lie the very important ones of the replacing of capital accidentally or otherwise lost, and the establishment of a reserve fund to balance natural depreciation.

Upon general principles it may be suggested that the extreme care with which the Legislature has provided against any unauthorized change in the nominal share capital appears to be of little use if the real capital need have no actual corresponding existence. It is obviously trifling with the matter to say that a company must, for the sake of prospective creditors, continue to advertise its capital as a million pounds when in fact this has long ago been spent and lost. But apparently the Court of Appeal is quite willing that the Legislature should trifle in this way, and, after the observations recently made on the Local Government and County Courts Acts of last year, the Lords Justices would perhaps not be much surprised at anything the Legislature might do in the way of trifling or otherwise. It is sufficient for their purpose that no statute requires lost capital to be replaced out of profits, and they decline to make a law to any such effect. The main reason is that it would constitute an unwarrantable interference with the internal management of companies. An individual will doubtless see that his capital is replaced before he spends his apparent profits; but this is merely a matter of policy, and a company is

under no obligation to follow the same principle. If its capital has been lost it may replace it out of revenue if it likes, but the matter, as Lord Justice LINDLEY said, is simply one of accounts, and does not call for the intervention of the courts. This settles the question which, in Mr. Buckley's opinion, as we have seen, was quite an open one.

But the judgment does more than this. It settles that natural depreciation, at any rate where the property is in itself of a naturally wasting character—or rather, we should say, is, and is intended to be, of such a character—need not be made good before profits can be divided, and this is a point which had seemed to be settled in the opposite way. The main authority is *Davison* v. *Gillies* (16 Ch. D. 347n), a decision of the late Master of the Rolls. It was there held that a tramway company is bound to set aside year by year such a sum as will, on the average, suffice to maintain the line in efficiency, and that until this has been done there are no net profits out of which it can declare a dividend. As this had not been done for several years, but the whole profits had gone into the pockets of the shareholders, the question arose as to how the large sum that was at length urgently required for repairs was to be found. It was proposed to appropriate for the purpose the whole of the current profits, but this would have wiped away the preference shareholders' dividend, and they opposed such a course by bringing the action of *Dent* v. *London Tramways Co.* (16 Ch. D. 344). Hereupon JESSEL, M.R., decided that, as against them, there could only be set aside a sum equivalent to the natural deterioration for one year, and this, of course, was just, for the money which should during previous years have formed the reserve fund had gone to the ordinary shareholders. The result of the two cases is, that though net profits cannot be declared until a sum has been set aside to meet depreciation, yet this is a matter to be done year by year, and if it has been in fact neglected, then there is no obligation on the company to make good the neglect forthwith, regardless of the interests of the different classes of shareholders.

To a certain extent, then, the latter case may be said to prepare the way for the recent decision in *Lee* v. *Neuchatel Asphalte Co.* Here the capital of the company was represented by a concession for the working of asphalte mines in Switzerland. The mines themselves, of course, were of a wasting nature, and, moreover, the concession was to terminate in 1907. The capital consisted of £1,150,000 in £10 shares. As a matter of fact, however, this was not subscribed on the formation of the company, but the shares were allotted among several pre-existing companies, which were thus amalgamated. The company did a considerable business, but it does not appear that any dividends were ever paid, except on the preferred shares. At first these ranged from 2s. 6d. to 5s., but at length, in 1885, it was proposed to pay 9s. per share, and some of the ordinary shareholders became restive. The result to them, of course, was that their capital, as represented by the actual assets, was slowly but surely vanishing, and the preference shareholders were taking all that there was to be got. The case thus raised in a clear form the question of the necessity for providing against the waste of property of this nature. It is obviously quite possible to distinguish it from *Davison* v. *Gillies* (*suprà*). There the business of the company was meant to be of a permanent nature, and the repairs were matters to be done from time to time so as to preserve the tramway line in its original condition. Reasons therefore existed, making it proper to set aside an annual maintenance fund, which do not exist in the present case. In this, on the contrary, the subject-matter of the company's operations was, in its known and intended nature, of a wasting character, and the question of providing a fund to renew this when it was exhausted was essentially one for the shareholders to decide. Their decision certainly might, and did, affect the relative interests of preference and ordinary shareholders, but this consideration does not seem to have been noticed by the court. Each class entered upon the undertaking with their eyes open, knowing the nature of the property, and there seems to be no sound reason against the rule as now laid down. At the same time there was no intention to shake the authority of *Davison* v. *Gillies*, and perhaps the law upon the subject may be expressed as follows:—Where there is an actual loss of capital by reason of accidental loss, or of expenditure not directly remunerative, in such a case there is no obligation on the company to replace it. So, too, where the loss is caused by the wasting nature of the company's property, a nature which is known and contemplated when the company is started. But it seems to be still law that, where the waste is only such as ought naturally be repaired from time to time for the sake of the due carrying on of the company's business, then a reserve fund to provide for such repairs must be set aside, before profits are divided.

THE INTERPRETATION OF THE MARRIED WOMEN'S PROPERTY ACT, 1882.

II.

ACQUIRING, HOLDING, AND DISPOSING OF PROPERTY (CONTINUED).

Covenants to settle after-acquired property of wife.—Such covenants are of three kinds; they may be made by the husband alone, by the husband and wife jointly, or by the wife alone. The last presents no difficulty, so far as the effect of the Married Women's Property Act, 1882, is concerned; but section 19 of that Act raises very great difficulties in the interpretation of the first two kinds. We will consider them in the order mentioned.

(*a*) *Covenant by the husband alone.*—When a woman married before 1883 has acquired property after the commencement of the Act, and there exists a covenant by her husband to settle after-acquired property of his wife, the question arises whether that property is still bound by the covenant to settle, notwithstanding that, apart from such covenant, the wife would now be entitled to it under the Act as her separate property and to deal with it as a *feme sole*. The answer to this question depends upon the interpretation to be put upon section 19, which provides (*inter alia*) that nothing in the Act shall interfere with or affect any settlement or agreement for a settlement made or to be made, whether before or after marriage, respecting the property of any married woman. This enactment refers to every settlement, and is not confined to what are popularly called marriage settlements (*per* Lindley, L.J., in *Ex parte Boyd, Re Armstrong*, 36 W. R. 774, 21 Q. B. D. 271). Suppose, then, that in a settlement made before the Act, there was a covenant by the husband to settle his wife's after-acquired property. Apart from the Act, the husband, as we have seen, would take, in his marital right, upon its falling into possession, all personal property coming to his wife during the marriage which had not been settled to her separate use; and his covenant to settle would then immediately apply to it. Does the recent Act make any difference? Section 5, if taken alone, would shew that it does, for it makes all property which a woman married before 1883 acquires after the 1st of January, 1883, her separate property; but it has been held that section 5 is so far modified by section 19 as to leave the covenant to settle still enforceable; otherwise the settlement would be interfered with: *Hancock* v. *Hancock* (36 W. R. 166, 417, 38 Ch. D. 78). This was a decision of the Court of Appeal, and Pearson, J., had come to a similar conclusion in *Re Stonor's Trusts* (32 W. R. 413, 24 Ch. D. 195). In *Re Queade's Trusts* (33 W. R. 816) Chitty, J., had held the contrary, apparently being chiefly pressed by the consideration that a wife might be deprived of the benefit of the Act at any time by her husband making a post-nuptial settlement; but, as pointed out by Lindley, L.J., in *Hancock* v. *Hancock*, such an instrument would probably be set aside as a fraud on the wife.

It is to be noticed that the reasoning in all these cases applies equally to settlements made after 1882 and to women married after that date. This result seems absurd, and surely the Legislature cannot have intended it. Perhaps, as Cotton and Lindley, L.JJ., said in *Hancock* v. *Hancock*, the court may be able, when the question comes before it, to find some way out of the difficulty; but until that is done it is evident that in instruments giving property to women the separate use clause should never be omitted in reliance on the statute.

(*b*) *Joint covenant by husband and wife.*—Where the covenant to settle is a joint one, made both by husband and wife, the case is clearer, and although the covenant to settle after-acquired property may be expressed not to apply to property in any manner limited to the wife's separate use, and although the effect of the Act, apart from section 19, would be to limit all property which accrues to a married woman after 1882 to her separate use, still the effect of section 19 is to make the covenent bind all property which it would have bound had the Act never been passed: *Re Stonor's Trusts* (32 W. R. 413, 24 Ch. D. 195); *Re Whitaker* (35 W. R. 217, 34 Ch. D. 227). To use the words of Cotton L.J., in *Re Whitaker*, "Section 19 prevents section 5 of the Act from operating so as to add to the exception contained in the covenant to settle." "It is impossible to say that if section 5 brings this property within the exception in the covenant, the section will not affect or interfere with the provisions of the settlement." As we have already stated, all the reasoning in these cases is quite as applicable (as we read it) to section 2 as to section 5—that is, to the case of women married after the commencement of the Act as to the case of those married before it.

Gifts to husband and wife and another.—The old rule, as stated by Littleton (Co. Lit. 187a), was that, "If a joint estate be made of land to a husband and wife and to a third person, in this case the husband and wife have in law in their right but the moiety, and the third person shall have as much as the husband and wife—namely, the other moiety. . . . And the cause is, for that the husband and wife are but one person in law, and are in like case as if an estate be made to two joint tenants, where the one hath by force of the jointure the one moiety in law, and the other the other moiety. In the same manner it is where an estate is made to husband and wife and to two other men; in this case the husband and wife have but the third part, and the two other men the other two parts." This rule remains the same notwithstanding that a married woman is now entitled to acquire property as a *feme sole*, for the Act of 1882 makes no alteration in the legal *status* of husband and wife as regards third parties, but simply deals with such property as the wife herself may be entitled to. The only result of the Act in the case before us is that the share taken by husband and wife will now be split up, and the wife will take half of it for her separate use, and the husband the other half: *Re Jupp, Jupp* v. *Buckwell* (36 W. R. 712, 39 Ch. D. 148). Chitty, J., had come to a contrary conclusion in *Re March* (24 Ch. D. 222); but in that case the view since adopted in *Re Jupp* had been suggested by the Court of Appeal as probably the more correct one (32 W. R. 941, 27 Ch. D. 166). The decision of Chitty, J., was reversed upon another ground—namely, that the husband and wife can only take the share which the settlor contemplated they would take under the law existing at the time the instrument was made, and the instrument having in that case been made before 1883 there could be no question that the old law prevailed.

It must be noted that small circumstances have always been seized upon, when possible, as sufficient to shew an intention on the part of the settlor to exclude the operation of the rule laid down by Littleton: *Dias* v. *De Livera* (5 App. Cas., at p. 135), *Warrington* v. *Warrington* (2 Ha. 54), *Paine* v. *Wagner* (12 Sim. 184), *Marchant* v. *Cragg* (31 Beav. 394).

Election.—A married woman who is put to her election can elect, as to her separate property, without submitting her election to the court: *Re Queade's Trusts* (33 W. R. 816); but she cannot make any election which would avoid a restraint on anticipation: *Re Vardon*, (34 W. R. 185, 31 Ch. D. 275).

Wife's choses in action.—The right of a husband to reduce into possession property of his wife's to which the Act of 1882 applies is now gone, and with it the doctrine of the wife's equity to a settlement: see sections 2 and 5.

Right of retainer for husband's debts.—If a woman married before 1883 has acquired a title before 1883 (as to the meaning of which see *ante*, p. 230) under a will, and her husband is indebted to the testator, if the husband would receive the property in right of his wife, the executor can retain the amount of the debt: *Ranking* v. *Barnard* (5 Madd. 32). But every right and power of the wife will prevail over the executor's claim—*e.g.*, if she has aliened her interest under Malin's Act there is no right of retainer: *Re Batchelor* (21 W. R. 901, L. R. 16 Eq. 481); or, if she can assert an equity to a settlement, that equity precedes the executor's right: *Re Briant* (36 W. R. 825).

Disposing power.—We have already pointed out that by section 1 of the recent Act a married woman can now dispose, by will or otherwise, of any real and personal property as her separate property as a *feme sole*; by section 24 this includes *choses in action*; and by sections 2 and 5 it includes, in the case of a woman married after 1882, all her property, whether belonging to her before marriage or acquired during marriage; and in the case of a woman married before 1883, all property her title to which is acquired after 1882. The words seem wide enough to include reversionary personalty, and it is submitted that the apparently general statement made by Lord Herschell in *Seaton* v. *Seaton* (36 W. R. 865, 13 App. Cas., at p. 66) that, "Since Malins' Act a married woman can only dispose of a reversionary interest in personalty with the formalities and in the manner pointed out by that Act," must refer only to the case of a woman married before 1883 dealing with property acquired before that date; which was the case actually before his lordship.

We have already shewn how far the words of the Act include trust property (*ante*, p. 230).

It is a well-known principle of construction that a general Act will never be read so as to repeal a special one, unless there is express reference to the special Act in the general one. In accordance with this principle it has been held that the special disability imposed on married women by 43 Geo. 3, c. 108, still remains: *Re Smith's Estate* (35 W. R. 514, 35 Ch. D. 589). That Act is one passed for a special purpose, and, while allowing persons to give a limited amount of land in a particular manner, for the purpose of building a church or chapel, expressly excepts married women from its provisions. It has not been affected by the Mortmain Act of the past session (51 & 52 Vict. c. 42).

Two cases upon the Settled Estates Act, 1877, seem opposed to *Re Smith's Estate*, but, as pointed out by Stirling, J., in that case, it was only a troublesome and useless provision as to a matter of practice which was held to be repealed. In the cases referred to—*Riddell* v. *Errington* (32 W. R. 680, 26 Ch. D. 220) and *Re Harris' Settled Estates* (33 W. R. 393, 28 Ch. D. 171)—it was held that, notwithstanding section 50 of the Settled Estates Act, 1877, which requires the examination of a woman apart from her husband when she makes, or consents to, an application to the court under that Act, she need not now be examined unless she was married and her title to the property in question accrued before 1883.

Disposing power.—*The Settled Land Act.*—A married woman, who, if she had not been married, would have been a tenant for life of settled land, or a person having the powers of a tenant for life under the Settled Land Act, 1882 (see 32 SOLICITORS' JOURNAL, 269), can dispose of the settled land under that Act, and notwithstanding any restraint on anticipation; and if she is entitled for her separate use, whether by virtue of any statute or otherwise, she can do so without the concurrence of her husband (45 & 46 Vict. c. 38, s. 61).

Disposing by will.—The capacity of a married woman to make a will has long been limited to disposing of personal property settled to her separate use, and savings from it; to property over which she has a power of appointment; to wills made with the consent of her husband, and to wills made by her as executrix for the purpose of appointing a successor to the office. Now she can dispose by will of all her separate property under the Act, including real estate.

The capacity of married women to make wills was not affected by the Wills Act. It was, in fact, expressly provided by section 8 of that Act that no will made by any married woman should be valid, except such a will as might have been made by a married woman before the passing of the Act. The rules for interpreting the will were, however, altered to some extent, so that, provided the property disposed of is such as the married woman has the capacity to dispose of, the 24th section of the Wills Act is applicable, and the will has the benefit of being interpreted, with regard to that property, as if made immediately before death. But if the testatrix survives her husband, the will cannot have any effect upon property which she does not acquire, and consequently has no power to dispose of, until after coverture. In order to dispose of such property, a will made during coverture must be re-executed as a new will after the husband's death: *Willock* v. *Noble* (23 W. R. 809, L. R. 7 H. L. 580). The Married Women's Property Act has made no difference in the law in this respect, except in so far as it has increased the testamentary capacity: *Re Price* (33 W. R. 520, 28 Ch. D. 709), *Re Taylor* (36 W. R. 683).

The will of a married woman is sufficient to dispose of after-acquired separate property, even if made when she has no separate estate, and without her husband's consent: *Earl of Charlemont* v. *Spencer* (11 L. R. Ir. 347, 490).

In *Re Lambert's Estate* (39 Ch. D. 626) it was argued that when a married woman dies without having disposed of her separate property, her husband has now no title to it; on the ground that if she were really the *feme sole* which she is to be deemed by the Act to be with regard to acquiring, holding, and disposing of her separate property, she could have no husband. This contention did not prevail, for the devolution of property on intestacy has nothing to do with the acquiring, holding, or disposing of it; and besides this, at the wife's death the separate estate which she has not disposed of ceases to have that character, so that the Act, which deals only with separate property, cannot affect the husband's rights when the separate property no longer exists as such, by reason of the wife's death.

Probate of the will of a married woman was formerly limited "to such property as she had a right to dispose of." There is now no necessity for this, and a general grant of probate will be made to the executors: *In the Goods of Price* (35 W. R. 596, 12 P. D. 137), Probate Rules of the 29th of March, 1887, 15 and 18.

It was contended in *Re Lambert* (39 Ch. D. 626) that if the whole of the married woman's property is not disposed of by her will, and the will appoints executors, the effect of the general grant of probate is that the appointment of executors amounts to a disposition in their favour of the undisposed of personalty; to the benefit of which they would themselves have been entitled prior to 11 Geo. 4 and 1 Will. 4, c. 40, but to which the next of kin are now entitled. It was held, however, that on the death of the testatrix the title of her husband to her undisposed of separate estate accrues; and the executors of her will become trustees for him, and that he, and not the next of kin of his wife, is entitled to it.

Powers of attorney.—Section 40 of the Conveyancing Act, 1881, enables a married woman, whether an infant or not, by deed to appoint an attorney to execute any deed or do any act which she might herself execute or do.

Lord Herschell visited the Madras High Court on January 17 and sat some time beside the judges.

REVIEWS.

EMDEN'S DIGEST.

THE COMPLETE ANNUAL DIGEST OF EVERY REPORTED CASE IN ALL THE COURTS FOR THE YEAR 1888. Edited by ALFRED EMDEN, Barrister-at-Law; compiled by HERBERT THOMPSON, M.A., LL.M., Barrister-at-Law, assisted by ROBERT T. GILL, Barrister-at-Law. William Clowes & Sons (Limited).

We have tested Mr. Emden's Digest by use for several years, and can testify to its completeness, and to the ease with which the practitioner can find his way to the cases on any particular subject. One of the heads on which most frequent reference to such a digest has to be made is that of "Will," and we think that some further subdivision of the cases falling under this head might be convenient. "Construction" is a rather indefinite term for a sub-head, and, according to the arrangement hitherto adopted, includes many decisions which we think would hardly be looked for under that sub-head. It is perfectly true, however, that the excellent system of cross-references at the end of each important head affords the means of reaching the subjects severally. The tables of cases followed, overruled, or specially considered, and of statutes and rules of court on which cases have occurred, are features of great value.

CORRESPONDENCE.

THE ANTI-SOLICITOR NOTICE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—On reading, in your last issue, Mr. Linthorne's letter, and also the speech of the Vice-President of the Incorporated Law Society, I am prompted to supplement what I wrote in the letter which you were good enough to insert in your issue of the 2nd inst.

I give the council of the society all credit for what they have done. Their services are great, but, as Mr. Linthorne says, are more in the interest of the public than of the profession. It is often said that the interest of the public is that of the profession, and in the main that is true, but the society's function is to study the profession first. If the public gain, so much the better.

I think myself that the society's methods are somewhat mistaken in that, when the vested interests of the profession are attacked or threatened, the remonstrance of the society is of too mild a character. When proper representations to high authorities have failed, the council should remember what is in these days the final arbitrament—viz., *the counting of votes*. Were they to organize the voting power possessed by solicitors, I am convinced that no Government could withstand the just claims of the profession.

Let me illustrate what I mean by an example. The three members of my firm have together nine votes at a parliamentary election, and can probably influence as many more amongst those more or less dependent upon our business. I am myself an office-holder in the three Conservative organizations of the borough in which I reside, and I support them by giving both time and money. My two partners hold similar positions in another borough, and in both boroughs the party organizations owe much of their vitality to the efforts of other solicitors. In one borough probably, perhaps in both, the legal profession has sufficient influence to decide an election.

Now, sir, this is an illustration of what is really the fact with regard to the majority of solicitors and many constituencies. Let the Incorporated Law Society, working with the provincial societies, make the Government understand that the solicitors will vote, in the first instance, *as solicitors*, and that no candidate will have their support who would not pledge himself to respect their vested interests. The society would then not only find its task easier, but I am convinced that it would gain the support of the majority of the profession who now stand aloof from it.

I alluded before to the licensed victualler, whose interests may or may not be vested. He manages, anyhow, to make them respected, and his support gained the seat for a candidate whose election agent I once was. I, at least, intend to take a leaf out of his book. Henceforth, to vary a well-known phrase, I am a Conservative if you like, but first of all A SOLICITOR.

London, Feb. 12.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I should think the whole of the profession will read with indignation the "note" as to the new scale with regard to the Land Registry. The effect is to hold up solicitors to odium and contempt, and the notice seeks, by an apparently invidious comparison, to induce persons to avoid them as extortioners. Surely such an extraordinary document never issued from a legal office before. It lacks legal savour. One would think that when the public are asked to "compare a solicitor's costs, &c.," with the new pittance given, that they had licence to charge an exorbitant sum, instead of their being bound by a scale issuing, I suppose, from no very widely different source from that of the precious scale now given.

I have only seen the "note" as it appears in your columns, and I am not sure whether it is issued with authority. It bears no signature, and I should hope that it is the work of some officious official who is ignorant of the ordinary rules of courtesy. How is it intended to be made known to those concerned? Probably it will appear as an advertisement in the agony column of the daily newspapers!

What reason is there in cutting down the solicitor's fees on the transfer of land to about one-half of the auctioneer's fees, who simply goes into the auction room or negotiates by private contract, and who requires no training and has no responsibility; and withal, as if to add insult to injury, the solicitor with the miserable remuneration offered is pointed at as a person to be avoided.

If this "note" is persisted in it will lead to a system of touts who will hang about the Land Registry as they did about Doctors Commons, and do about the county courts. I trust that every effort will be made to get this obnoxious note expunged. A READER.

Feb. 8.

NEW ORDERS, &c.

EXAMINERS OF THE COURT.

LIST OF EXAMINERS OF THE COURT FOR THE NEXT FIVE YEARS.

February 8, 1889.

G. Murray, G. I. F. Cooke, W. Morshead, K. C. S. Parker, J. C Russell, A J. Mackey, E. R. Gayer, E. Hume, C. G. Church, S. H. Romilly, R. Wallace, W. W. S. Follett, E. Bray, F. J. N. Pearson, J. Scott Fox, Walworth Howland Roberts, E. F. Buckley, A. J. Spencer, A. J. Hall, George Staplyton Barnes, Thomas Wagstaffe Haycraft, Alfred Arthur Hudson.

The President (Mr. B. G. Lake), the Vice-President, and the Council of the Incorporated Law Society entertained at dinner on the 13th inst. Lord Hobhouse, Lord Justice Cotton, Lord Justice Bowen, Lord Justice Lindley, Lord Justice Lopes, the Attorney-General, the Solicitor-General, Mr. Joseph Brown, Q.C., Mr. Cozens-Hardy, Q.C, M.P., Mr. Gainsford Bruce, Q.C., M.P., Mr. F. O. Crump, Q.C., Sir Douglas Galton, Professor Liveing, Messrs. G. E. Buckle, Haldane, Brewer, R. W. E. Middleton, W. Wills, G. H. Lewis, Leslie, Fawcett, E. Kimber, B. Baker, C.E., Iliffe, Beaumont, Walch (Hobart Town), G. E. Lake, Dibdin, A. J. Finch, E. F. Turner, the Rev. Edgar Smith, and many others. The Lord Chancellor had accepted the invitation, but was unavoidably absent.

At the Berkshire Assizes at Reading on Monday Lord Coleridge, referring to a particular case before the grand jury, said that he felt strongly himself, and he believed it to be the unanimous opinion of the judges, that the practice which had grown up in recent times of indicting for libel in squabbles of this character had grown to a mischievous extent. There ought to be some public interest concerned, something affecting the Crown or the guardians of the public peace (likely to be broken by the alleged libel), to justify the recourse by a private person to a criminal remedy by way of indictment. If, either by reason of the continued repetition or infamous character of the libel, breach of the peace was likely to ensue, then the libeller should be indicted; but, in the absence of any such conditions, a personal squabble between two private individuals ought not to be permitted by grand juries, as, indeed, it was not permitted by sound law, to be the subject of a criminal indictment, and he invited them to throw out the bill, which, in accordance with the suggestion, was done. His lordship also condemned the former grouping of counties, now happily discontinued, as unfair to all parties concerned in the trial; and stated his opinion that, as there were now only three assizes annually, magistrates might wisely exercise, and he hoped they would exercise, a larger discretion than heretofore in granting bail to defendants committed for trial.

Mr. Justice Hawkins, the judge of assize for the ensuing assizes on the South-Eastern Circuit, to be held at Guildford, Maidstone, Hertford, and Chelmsford, took occasion on Saturday to state for the information of counsel that he should finish the common jury business—civil as well as criminal—before he took special jury cases or cases to be tried before himself. This, he said, was but just and fair to the common jurors, who had to attend the assizes both for criminal business and civil business, and whose time was as valuable to them as to the special jurors; and as they had to attend from the first it was only just that their business should be taken first, so that when the common jury cases were finished they should be at liberty to leave.

CASES OF THE WEEK.*

Court of Appeal.

WOOD v. COX—No. 1, 12th February.

PRACTICE—COSTS—"GOOD CAUSE"—R. S. C., LXV., 1.

Action for libel imputing to the plaintiff, a professional jockey, that he had pulled a horse upon two occasions at race-meetings. The defendant pleaded a justification, and at the trial before Lord Coleridge, C.J., and a special jury, evidence was called on behalf of the defendant with the view of shewing that the plaintiff had a bad reputation for riding on the turf. Lord Coleridge, C.J., upon the question of damages, told the jury that the damages would depend upon the estimation in which the plaintiff was previously held upon the turf. The jury found a verdict for the plaintiff, damages one farthing. Lord Coleridge, C.J., made an order that, upon the finding of the jury, the plaintiff should not have his costs. The plaintiff appealed, contending that no "good cause" existed within ord. 65, r. 1. It was argued for him that a verdict for a farthing was not sufficient to shew that good cause existed, as the action was not a frivolous one, but brought to vindicate the plaintiff's character. The smallness of the damages depended upon the evidence as to the plaintiff's bad reputation, which might be true or false. The jury were not asked to say whether the bad reputation was true or not. If such were held to be "good cause," no man of blemished reputation could ever bring an action of libel: *Jones* v. *Curling* (32 W. R. 651, 13 Q. B. D. 262) and *Moore* v. *Gill* (32 SOLICITORS' JOURNAL, 693) were cited.

THE COURT dismissed the appeal. Lord ESHER, M.R., said that the only matter before them was whether they agreed with the learned judge that in this case "good cause" existed. No question arose as to whether the discretion, if it existed, had been rightly exercised. What circumstances had the court to look at? In *Cooper* v. *Whittingham* (28 W. R. 720, 15 Ch. D. 501) Sir G. Jessel enumerated certain circumstances the existence of which would shew that there was "good cause." That enumeration was not meant to be exhaustive. In *Jones* v. *Curling* he himself said: "The facts must shew the existence of something, having regard either to the conduct of the parties or to the facts of the case, which make it more just that an exceptional order should be made than that the case should be left to the ordinary course of taxation." Bowen, L.J., in that case also said that good cause meant that "there must exist facts which might reasonably lead the judge to think that the rule of the costs following the event would not produce justice as complete as the exceptional order which he himself could make. Now to ascertain the existence of such facts the judge should look, in the first place, at the result of the action itself—namely, the verdict of the jury—and he should also look at the conduct of the parties to see whether either of them had in any way involved the other unnecessarily in the expense of litigation, and beyond that he should consider all the facts of the case so far as no particular fact was concluded by the finding of the jury." He entirely agreed with that. In truth, no general rule could be laid down. The verdict of the jury must be looked at, and upon any issue before them their verdict must be taken as conclusive; further, upon any matter not in issue before them, but which they took into consideration, the court must also look at that also. The issue here was whether the plaintiff pulled a certain horse, and the verdict of the jury must be taken as conclusive that he had not. There were, however, other matters before the jury, though not strictly in issue. Whether evidence as to bad reputation was admissible or not in these actions, he would not say. He desired to leave it open, as it required very serious consideration. But upon these applications as to costs the court must take the verdict as right, and found upon proper and lawful materials; and if any fault was to be found with it, or with the direction of the judge, or with the admission or rejection of evidence, the parties must go first to the Divisional Court. What, then, did the verdict mean? Evidence was given to shew that the plaintiff had a bad reputation as to his riding on the turf. It was said that such a reputation might exist without sufficient ground. They who understood how juries acted must come to the conclusion that if the jury thought the evil reputation unfounded they would never have given this verdict. The jury must have thought that there was foundation for this bad reputation, as, otherwise, no jury would give a man merely a farthing. Looked at in this way, the verdict meant that, though the plaintiff had not pulled the horse on either of these two occasions, he had been in the habit of pulling horses previously. If so, a man with such a character ought not to have brought the action, and "good cause" existed for depriving him of costs. BOWEN, L.J., agreed. Viewed in the light of the evidence it was clear what the verdict meant. The jury, by inflicting these contemptuous damages, said in effect that the plaintiff did not deserve to get more than a farthing, though he had been seriously libelled. The jury had to consider, first, whether the libel was true; and, secondly, what damage the plaintiff had suffered, and as to this they had the plaintiff's reputation given in evidence before them. No jury in England, if they thought that reputation false, would have given merely a farthing. It was important to remember what a plaintiff, in an action of libel, asked for. In a popular sense he brought the action to clear his character. In a legal sense, however, the motive for bringing the action could not be looked at, but merely what justification was there as between the plaintiff and the defendant for his bringing the action. In this case the jury must have considered that the action ought not to have been brought, and the judge, in depriving the plaintiff of costs, was simply working out the thoughts of the jury, and giving effect to their view. FRY, L.J., concurred. A defendant ought not to be made to pay the costs of an action that ought never to have been brought against him.—COUNSEL, *Sir H. James*, Q.C., *Lockwood*, Q.C., and *A. Lyttleton*; *Sir C. Russell*, Q.C., and *J. Lawson Walton*. SOLICITORS, *Greenfield & Cracknell*; *Lewis & Lewis*.

CROWE v. PRICE—No. 1, 13th February.

PRACTICE—EXECUTION—OFFICER'S PENSION—44 & 45 VICT. c. 58, s. 141.

This was an appeal from the decision of a divisional court (Lord Coleridge, C.J., and Hawkins, J.). The defendant, who was an officer in the army, retired in 1880 with a pension. In 1885 he became bankrupt, and an order was made under section 53 of the Bankruptcy Act, 1883, that £5 per month out of this pension should be set aside and paid to the trustee in bankruptcy. In 1887 the defendant applied to the plaintiff for advances to enable him to annul the bankruptcy, and during April, 1888, he charged any surplus that might be left in the hands of the trustee in bankruptcy with the payment of £230 advanced to him by the plaintiff. A scheme of composition was then accepted by the defendant's creditors, and was approved by the court, and on May 23 the bankruptcy was annulled. After payment of the composition a sum of £225 17s. 9d. was left as surplus in the hands of the trustee in bankruptcy, of which £109 5s. 11d. was in respect of the pension so paid to him under the order. The plaintiff having obtained judgment for £255 against the defendant, applied to the Court of Bankruptcy for an order that the trustee should pay the money in his hands to him, but the court held that as the bankruptcy had been annulled they had no jurisdiction to make any such order. The defendant then applied to be appointed receiver of the money, and his application was granted by the Queen's Bench Division in respect of £116 11s. 10d., part of the balance left in the hands of the trustee, but was refused in respect of the £109 5s. 11d. From this refusal the plaintiff now appealed.

THE COURT (Lord ESHER, M.R., and BOWEN and FRY, L.JJ.), without calling on counsel for the respondent, dismissed the appeal. Lord ESHER, M.R., said that section 141 of the Army Act, 1881 (44 & 45 Vict. c. 58), which prevented military pensions payable to soldiers and officers being assignable, was passed in their favour, and must be construed in that light. If this money could not be assigned, it could not be taken in equitable execution by a receiver of it being appointed. The question, therefore, was whether this £109 was "pension payable." It had come from the Crown as a pension to an officer; but on its way to him it had been intercepted by the Bankruptcy Court for certain specified purposes. It was stopped from coming to the officer by whom it would have been received as a pension for the limited and particular purpose of paying creditors. The bankruptcy had been annulled, and those purposes were at an end. The ground, therefore, on which the money had been intercepted was at an end, and the money remained in the hands of the court as pension payable to the officer. It was, therefore, pension which could not be assigned, and could not, therefore, be taken in execution. The case of *Lucas* v. *Harris* (18 Q. B. D. 127) was exactly in point, as it was there pointed out that such a pension was still payable to the officer, and could not be assigned by him. BOWEN, L.J., said that the money was paid by the Crown as an officer's pension, and it had never reached the officer or his agent, but was intercepted on its way for a special purpose. That purpose was fulfilled, and the money was therefore set free. If execution of it was allowed it would be permitting the officer to anticipate the receipt of the pension, which the Act forbade. FRY, L.J., delivered judgment to the same effect.—COUNSEL, *Herbert Reed* and *Rubie*; *Sidney Woolf*. SOLICITORS, *Ashurst, Morris, Crisps, & Co.*; *Gissing Skelton*.

AMON v. BOBBETT—No. 1, 13th February.

PRACTICE—COSTS—CLAIM UNDER £50 AND COUNTER-CLAIM FOR MORE THAN £50—R. S. C., LXV., 12.

This was an appeal from the decision of a divisional court (Lord Coleridge, C.J., and Hawkins, J.). The plaintiff bought an action in the High Court for £48. The defendant admitted liability, but counter-claimed in respect of a distinct cause of action for £123 10s. The action was tried before Stephen, J., and a jury, when a verdict was returned for the plaintiff for the claim and counter-claim. The question now raised was as to the scale on which the costs should be taxed. The plaintiff admitted that the costs of the claim ought to be taxed on the county court scale, as he had recovered less than £50, but claimed that the costs of the counter-claim should be taxed on the High Court scale. The defendant contended that the counter-claim was brought in the action, and must therefore be governed by the costs of the claim. The Divisional Court held themselves bound by the cases of *Lewin* v. *Trimming* (21 Q. B. D. 230) and *Blake* v. *Appleyard* (3 Ex. D. 195), and refused to allow the costs of the counter-claim to be taxed on the High Court scale. The plaintiff appealed, and

THE COURT (Lord ESHER, M.R., and BOWEN and FRY, L.JJ.), allowed the appeal. Lord ESHER, M.R., said that, under ord. 65, r. 12, in actions on contract in the High Court in which the plaintiff recovered less than £50 he was not entitled to a higher scale of costs than if he had brought the action in the county court. The question was, whether that applied to the counter-claim here. Although, no doubt, in some of the rules a counter-claim was spoken of as being in the action, yet where, as here, it was a counter-claim proper, and was not a set off, it was really a cross-action and must be treated as such for the purposes of taxation. The amount of the counter-claim being over £100, it was clear that if it had been brought as a separate action it would have been properly brought in the High Court, and the costs would have been taxed on the High Court scale. The counter-claim must be treated for the purpose of taxation as a separate action, and therefore the costs of the claim must be taxed on the

* These cases are specially reported for the SOLICITORS' JOURNAL by barristers appointed in the different courts.

county court scale, and the costs of the counter-claim on the High Court scale, and the allocatur must go for the difference The cases by which the Divisional Court had felt themselves bound did not seem to him to apply, but if they did apply he disagreed with them. BOWEN, L.J., said that, so far as it was necessary for justice, a counter-claim which was really a cross-action must be treated as disconnected from the claim. It was clear that the plaintiff was not responsible here for the counter-claim having been set up. He was responsible for bringing the claim in the High Court, and he admitted that as to that he was only entitled to costs on the county court scale, but why should his costs be cut down in respect of the issues raised by the counter-claim on which he had succeeded, and which could not originally have been properly brought in the county court? The counter-claim was more than a mere defence, it was a cross-action having a vitality of its own, and it must be treated for the purposes of taxation as a distinct action. FRY, L.J., concurred.—COUNSEL, *Bigham*, Q.C., and *W. S. Robson*; *H. F. Dickens*. SOLICITORS, *Wilde & Collyer*; *Collyer-Bristowe & Co*, for *Stone & Simpson*, Tunbridge Wells.

LEE *v.* **NEUCHATEL ASPHALTE CO.**—No. 2, 9th February.

COMPANY—ASSETS OF WASTING NATURE—OBLIGATION TO REPLACE CAPITAL OUT OF REVENUE—PAYMENT OF DIVIDEND.

The question in this case was whether a company, whose capital assets were of a wasting nature, was bound, before declaring a dividend, to set aside out of profits a sum sufficient to make the value of the assets representing capital equal to the nominal value of the share capital. The action was brought by a shareholder, on behalf of himself and all other the ordinary shareholders of the defendant company, against that company and the directors, one of whom had been appointed to represent the preference shareholders of the company, to restrain the payment of a dividend of 9s. per share, proposed to be paid out of what were alleged by the defendants to be the profits of the company for the year ending December 31, 1885. The company was incorporated in 1873 under the Companies Act, 1862, with a capital of £1,150,000, divided into 35,000 preferred shares, and 80,000 ordinary shares of £10 each respectively. One of the objects of the company, as defined by the memorandum of association, was to acquire a concession granted by the Government of the Canton of Neuchatel, and then held by the Neuchatel Rock Paving Co, and the exclusive right thereunder of getting the bituminous rock and mineral products from the Val de Travers, and also all the mines and assets of the last mentioned company, and some sub-concessions held by five other companies, and all the assets of those companies. The defendant company agreed to pay for the original concession and all the sub-concessions granted to the five subsidiary companies, and all the assets of the original company and the five subsidiary companies, in fully-paid preferred and ordinary shares in the defendant company. The whole of the ordinary shares of the defendant company and 33,700 of the preferred shares were to be allotted to the selling companies in consideration of the transfer to the defendant company of their entire assets, including the original concession. The agreement was duly carried into effect. The articles of association of the defendant company provided that no distribution of profits—except an *interim* dividend not exceeding a specified rate—should be made without the consent of a general meeting, whose decision was to be final in case of any dispute as to the amount of net profits; and that the directors might, before recommending any dividend, set aside and invest out of the net profits of the company such sum as they thought proper as a reserved fund to meet contingencies or equalize dividends, or repair or maintain the company's works, but should not be bound to reserve moneys for the renewal or replacing of any lease or of the company's interest in any property or concession. The original concession was for a period of twenty years, commencing December 15, 1867. It was afterwards, in 1878, modified and extended for a further period of twenty years, on terms more favourable to the defendant company. A sum of £8,000 was paid for the renewal of the concession. The directors resolved that this sum should be written off at the rate of £1,000 a year. The accounts for the year 1885 shewed an excess of receipts over expenditure to the amount of £17,140, out of which, after setting aside a sum of £1,000 in reduction of the sum paid for the renewal of the concession, it was recommended by the directors, and resolved by a majority of the shareholders, that a dividend on the preferred shares at the rate of 9s. a share should be paid. The plaintiff sought to restrain the payment of this dividend, on the ground that it would really be paid out of capital. He alleged that the property of the company was not sufficient to make good the value of the nominal capital, and that this value ought to be made good before any dividend was paid. Stirling, J., dismissed the action.

THE COURT (COTTON, LINDLEY, and LOPES, L.JJ.) affirmed the decision. COTTON, L.J., said that it was said that a principal part of the capital of the company had been lost. But the evidence shewed that the assets of the company were of larger value than they were when the company was formed, additional time for the concession to run having been obtained and less royalty having to be paid. Then it was said that the property of the company was not sufficient to make good its nominal or share capital, and that the deficiency ought to be made up before any dividend was paid. That argument was founded on a misapplication of the term "capital." The share capital of a company meant the amount of its nominal capital divided into so many shares. The Companies Acts did not require, and it would be impossible, that the assets of a company should be stated in its memorandum of association, though its share capital must be stated. No alteration could be made in the share capital of a company except in the manner provided for by the Companies Acts, and the share capital must not be applied except for some of the purposes for which the company was formed. But there was no obligation on the company to make up the assets so as to meet its share capital when that capital had been issued under a registered contract, otherwise than for payment in cash. If the contract was fraudulent or illusory the shareholders might be bound to pay up the difference of value in cash; but there was no suggestion of that. The payment of the proposed dividend was not, therefore, a return of capital; it was not a return of money which the shareholders were bound to provide in order to make up the nominal amount of their shares. The third point was more difficult. It was said that, the concession being a wasting property, the payment of the dividend would be made out of part of the capital of the company represented by the concession. It was well-established that the capital assets of a company must not be applied for any purpose not one of the objects of the company, and though there was no provision in the Companies Acts that dividends were not to be paid except out of profits, yet it was well established that the payment of a dividend out of capital was not one of the objects of a company. If it could be shewn, as Selwyn, L.J., said in *Stringer's case* (L. R. 4 Ch. 488), that the dividend was declared "for the purposes of fraud, or for any other improper motive, and that . . . the company has thereby in effect taken away from its creditors a portion of the capital which was available for their debts," the court would interfere to prevent such improper dealing. But, when the court saw that the directors had acted fairly and reasonably in ascertaining whether this was in reality part of the capital assets the court would be very unwilling to interfere with the discretion exercised by the directors in the management of the affairs of the company. In his opinion it was not necessary that the directors should set apart each year a sum to answer the supposed annual diminution of the property by reason of its wasting nature. *Davison* v. *Gillies* (16 Ch. D. 347) and *Dent* v. *London Tramways Co.* (16 Ch. D. 344) were consistent, both with each other and with the present decision. LINDLEY and LOPES, L.JJ., concurred.—COUNSEL, *Rigby*, Q.C., and *Upjohn*; *Sir Horace Davey*, Q.C., and *Phipson Beale*, Q.C.; *Robinson*, Q.C., and *Methold*. SOLICITORS, *Clarke, Woodcock, & Ryland*; *Bompas, Bischoff, & Co.*; *Makinson, Carpenter, & Son*.

Re **BIRCHALL, BIRCHALL** *v.* **ASHTON**—No. 2, 7th February.

TRUSTEE — DISCLAIMER OF TRUST — DISCLAIMER OF LEGAL ESTATE — CONDUCT.

The question in this case was whether one of two devisees on trust of residuary real estate had by his conduct effectually disclaimed the trusts and the legal estate in the property devised by the will. The testator died in 1878. The trustees were A. and B, and they were also appointed executors. B. proved the will, and acted in the trusts. A. did not prove the will, and did not act as trustee during the life of B., but did not execute any formal disclaimer. In 1887 B. died. A. was then asked whether he would act as trustee. He said that he would not, unless he was paid for his trouble. This action was brought by the beneficiaries against A., for the appointment of two new trustees. After the commencement of the action A., under the power conferred by the Conveyancing Act, 1881, executed a deed appointing H. to be a trustee of the will jointly with himself, and purporting to vest the legal estate in the property in himself and H. jointly. Bristowe, V.C., held that by his conduct A. had disclaimed the trusts, but that he had not disclaimed the legal estate, and he ordered A. and H. to convey the legal estate to new trustees appointed by the court.

THE COURT (COTTON, LINDLEY, and LOPES, L.JJ.) varied the order by omitting the direction to convey the legal estate. COTTON, L.J., agreed with the conclusion of the Vice-Chancellor, that A. had by his conduct disclaimed the office of trustee. But he was of opinion that conduct which amounted to a disclaimer of the office of trustee must also amount to a disclaimer of the legal estate in the trust property. LINDLEY and LOPES, L.JJ., concurred.—COUNSEL, *Neville*, Q.C., and *Rotch*; *Crackanthorpe*, Q.C., and *T. R. Hughes*. SOLICITORS, *Mather*, Liverpool; *Tyrer & Mackenzie*, Liverpool.

Re **BAMFORD'S ESTATE,** *Ex parte* **STEWART**—No. 2, 8th February.

WILL—CONSTRUCTION—"DIE LEAVING ISSUE."

The question in this case was as to the construction of the words "die leaving issue" in a will. The testator gave the income of the whole of his estate to his wife for her life, and he gave the residue of his real and personal estate "to be divided equally and respectively to and amongst the whole of my sons and daughters living at my decease, share and share alike, and, if any one or more of them shall die leaving lawful issue him, her, or them surviving, then such share to go and be enjoyed by him, her, or them, if more than one child, in equal shares, such child or children taking a parent's share only, and free from marital control. But such residue of my real and personal estate to be and remain upon trust for my executors to pay to my sons and daughters respectively in equal shares the annual income arising therefrom. And I hereby direct my executors to withhold any share or interest falling due to any one or more of my children if they, he, or she shall, by virtue hereof or under any pretence, cause or make any disturbance, or commence or prosecute any proceedings at law or in equity against the executors or against any other persons interested under this my will, they shall be debarred from all share, interest, and benefit from and after such proceedings. And I declare this proviso to be strictly enforced." Bristowe, V.C., held that the children of the testator who survived him took absolute vested interests under the will. On the appeal it was argued that there was nothing to exclude the general rule laid down in *O'Mahoney* v. *Burdett* (L. R. 7 H. L. 388) and *Ingram* v. *Soutten* (L. R. 7 H. L. 408) that the words "die leaving issue" must *primâ facie* refer to death at any time, and that there was nothing in the will to exclude that rule.

THE COURT (COTTON, LINDLEY, and LOPES, L.JJ.) reversed the decision, holding that the testator's children, took vested interests, but liable to be defeated in favour of their children in case they should die leaving any children living at their deaths.—COUNSEL, *Byrne*, Q.C., and *O. Leigh Clare*; *Cracknthorpe*, Q.C., and *Pankhurst*. SOLICITORS, *Ross & Douglas Norman*; *Brownlow & Howe*.

High Court—Chancery Division.

Re **MORRIS'S SETTLEMENT**—Chitty, J., 9th February.

R. S. C., LV., 13A (DECEMBER, 1888)—PRACTICE—APPOINTMENT OF NEW TRUSTEES—VESTING ORDER.

In this case the question arose whether an application for the appointment of new trustees and a vesting order should be by petition in court or summons in chambers. R. S. C., ord. 55, r. 13a (the amending rules of December, 1888), provides that in all cases in which the court has jurisdiction to appoint new trustees upon petition an application may be made to a judge in chambers by summons, and new trustees thereupon appointed. It was suggested that the rule did not extend to applications asking for vesting orders as well as for the appointment of new trustees.

CHITTY, J., said that the new rule obviously provided for the mode of procedure under the Trustee Act, 1852, s. 34, which conferred on the court jurisdiction to make a vesting order wherever it appointed new trustees. The new rule, it was true, was silent as to making a vesting order on summons, but there seldom occurred an application for the appointment of new trustees which did not also ask for a vesting order. The rule, made as it was under the Judicature Act, was intended to provide for procedure generally in the case of such applications. Of course in proper cases the court would allow the costs of a petition. There was no reason for disallowing them in the present case.—COUNSEL, *D. L. Alexander*. SOLICITOR, *J. Welman*.

Re **BAILY** (Deceased)—Chitty, J., 2nd February.

PRACTICE—ADMINISTRATION—JUDGMENT CREDITOR—EQUITABLE EXECUTION.

In this case (reported *ante*, p. 217), the summons having been amended, CHITTY, J., gave the applicant leave to levy equitable execution against the beneficial interest of A. H. Baily in the assets of the testator's estate for the sum due from Baily & Co. under the judgment in the action brought against Baily & Co. in the Queen's Bench Division and defended by A. H. Baily.—COUNSEL, *Eldon Bankes*; *Maslean*, Q.C., and *E. Ford*; *Vaughan Williams*, Q.C., and *Hansell*. SOLICITORS, *Ingram, Harrison, & Ingram*; *Frederick Romer*; *T. H. T. Rogers*.

Re **DETMOLD, DETMOLD** *v.* **DETMOLD**—North, J., 12th February.

SETTLEMENT—LIFE INTEREST—FORFEITURE CLAUSE ON BANKRUPTCY OR ALIENATION—VALIDITY.

The question in this case was, whether a limitation, contained in a marriage settlement, of the income of the trust fund for life, or until bankruptcy or alienation, was valid. By the settlement, executed in 1881, a fund belonging to the husband was vested in the trustees, on trust to pay the income to him "during his life, or till he shall become bankrupt, or shall assign, charge, or incumber the said income, or shall do or suffer something whereby the same, or some part thereof, would, through his act, default, or by operation or process of law, if belonging absolutely to him, become vested in or payable to some other person or persons." From and after the determination of the trust in his favour the trustees were to pay the income to the wife, during her life, for her separate use. On the 8th of June, 1888, a creditor recovered a judgment for debt against the husband, and on the 19th of July he obtained an order in the action appointing himself receiver of the income of the trust fund. The order was made in the presence of the husband. On the 25th of September a receiving order in bankruptcy was made against the husband, upon an act of bankruptcy committed by him on the 29th of July. He was afterwards adjudicated a bankrupt, and the official receiver became trustee in the bankruptcy. The question was whether the income of the trust fund was payable to the wife, the judgment creditor, or the trustee in the bankruptcy. On behalf of the wife it was argued that the order of the 19th of July, appointing a receiver, had worked a forfeiture of the husband's life interest, and that she was entitled to the income. On the authority of *Brooke* v. *Pearson* (27 Beav. 181) and *Knight* v. *Browne* (9 W. R. 515) it was contended that a limitation by a man of the income of his own property to himself until alienation is perfectly valid, except in the case of involuntary alienation by bankruptcy, in which case there would be a fraud on the bankruptcy law. On the other hand, it was contended that a forfeiture in the event of an involuntary alienation by process of law in favour of a particular creditor would be equally contrary to public policy.

NORTH, J., held that, on the appointment of the receiver in the action, a forfeiture took effect in favour of the wife, and that consequently no right to the income could vest in the trustee in the bankruptcy. His lordship thought that, though the cases cited were cases of alienation by voluntary assignment, the principle of them applied equally to a case of involuntary alienation in favour of one creditor, not by virtue of bankruptcy.—COUNSEL, *A. Beddall*; *Cozens-Hardy*, Q.C., and *Robt. Morris*; *Bethune Horsbrugh*; *Muir Mackenzie*. SOLICITORS, *A. Myers*; *Tatham, Oblein, & Nash*; *W. W. Aldridge*.

FLINN *v.* **POUNTAIN**—North, J., 7th February.

MORTGAGE—PRIORITY—CONTRACT FOR SALE OF REAL ESTATE—DEPOSIT OF TITLE DEEDS BY VENDOR WITH BANKERS BEFORE COMPLETION.

The question in this case was, whether a purchaser of copyholds was entitled to priority over bankers with whom, after the contract for sale had been entered into, but before completion, the vendor had deposited the title deeds to secure the balance of his current account. The balance due to the bankers exceeded the amount of the purchase-money. The plaintiff was (by assignment from the bankers) the equitable mortgagee by deposit of the title deeds. He brought the action against Gilbey, the purchaser, and other defendants, for foreclosure or sale in default of payment of what should be found due to him on the mortgage for principal, interest, and costs. The question was, whether Gilbey was entitled to a conveyance of the property, free from any charge, on payment of the unpaid purchase-money, and whether the equity of the plaintiff was of a higher nature than that of the purchaser, so as to exclude the application of the maxim, "*Qui prior est tempore potior est jure*." At the time when the vendor contracted to sell the property to Gilbey he had not been admitted tenant on the court rolls. He was afterwards admitted, and an abstract of the title was then sent to Gilbey's solicitors. Before the title had been accepted, the vendor deposited the title deeds with his bankers, to secure the amount then due on his current account and further advances. The deposit was accompanied by a memorandum of charge, containing an agreement to execute a legal mortgage when required. The plaintiff was assignee of the equitable mortgage from the bankers. On behalf of the plaintiff it was argued, that a vendor is not in all respects in the position of a trustee for his purchaser, and that, as against a stranger without notice, his right at the highest was to have a lien for any part of the purchase-money which he had actually paid, and his costs.

NORTH, J., held that the purchaser, who had been guilty of no negligence, inasmuch as he had no right to possession of the deeds till the conveyance was complete and purchase-money paid, and was in no way in default in the completion of his contract, was entitled as against the subsequent equitable mortgagee, as well as against the vendor, to have the property conveyed to him on payment of his purchase-money.—COUNSEL, *Napier Higgins*, Q.C., and *T. L. Wilkinson*; *Cozens-Hardy*, Q.C., and *R. F. Norton*; *Swinfen Eady* and *A. F. Peterson*. SOLICITORS. *Long & Gardiner*; *Walker, Son, & Field*; *Aldridge, Thorn, & Co.*

LA SOCIETE INDUSTRIELLE ET COMMERCIALE DES METAUX *v.* **COMPANHIA PORTUGUEZA DOS MINAS DE HUELVA**—North, J., 8th February.

PRACTICE—SUBSTITUTED SERVICE OF WRIT—DEFENDANT OUT OF JURISDICTION—R. S. C., IX., 2; XI., 1.

This action was brought against a Portuguese company and an English firm. The plaintiffs alleged that the Portuguese company, though they had not any place of business within the jurisdiction of the court, had agreed that, for the purposes of the contract on which the action was founded, they might be sued as if domiciled at the office in Wales of the other defendants. The writ claimed the delivery to the plaintiffs of a cargo of copper discharged at Swansea and warehoused there, and an injunction to restrain the defendants from dealing with or selling the copper except to the plaintiffs. The plaintiffs had obtained in chambers an order for substituted service of the writ on the English defendants, and also on some London solicitors, in lieu of service on the Portuguese company. The Portuguese company now moved to discharge the order for substituted service and to set aside the writ, on the ground that the service was irregular, and the writ not in the proper form for the purpose of suing a defendant wholly resident out of the jurisdiction.

NORTH, J., discharged the order and set aside the writ. He held that the alleged agreement by the Portuguese company had not been proved, and that the writ was not in proper form for proceeding against a company having no place of business in this country, and, apart from the alleged agreement, the writ was bad in form and must be set aside. He was of opinion, on the authority of *Copin* v. *Adamson* (L. R. 9 Ex. 345), that, if there were a contract by the company to be treated as resident at Swansea for the purpose of being sued, that contract would have given jurisdiction. He was also of opinion that an order for substituted service of an ordinary writ could not be properly made in the case of a defendant who could not be personally served, because he was resident out of the jurisdiction.—COUNSEL, *Napier Higgins*, Q.C., and *G. F. Hart*; *Cozens-Hardy*, Q.C., and *Kirby*; *Everitt*, Q.C. and *Dale Hart*. SOLICITORS, *M. Abrahams, Son, & Co.*; *McDiarmid & Teather*.

Re **JONES, LLOYD, & CO. (LIM.)**—North, J., 11th February.

COMPANY—WINDING UP—CONTRIBUTORY—PAYMENT OF SHARES IN CASH—COMPANIES ACT, 1867, s. 25.

The question in this case was, whether certain shares in the company had been paid for in "cash," so as to satisfy the requirements of section 25 of the Companies Act, 1867, no agreement that they should be paid for otherwise than in cash having been registered in compliance with that section. The company was formed to purchase the business of a private firm. F. and D., two persons, who subscribed the memorandum of association for 130 shares and ten shares respectively, had advanced by way of loan to the owner and vendor of the business £1,300 and £100 respectively. Several years after the registration of the company and the handing over of the business to it, an agreement was entered into, to which those persons, as well as the vendor and the company, were parties, which fixed the price to be paid to the vendor at £7,350, which was to be paid forthwith to him. But it was provided that the sums of £1,300 and £100 should be

paid out of the £7,350 on account of the vendor to F. and D. respectively, and that they should be entitled to have credit for the sums so payable to them as against and in anticipation of any sums which might be or become due from them respectively in respect of any calls which they might be liable to pay on account of the shares held by them respectively in the company, and that the company should be entitled, by way of payment and satisfaction of such several sums, to apply them in such manner as agreed in or towards the satisfaction and discharge of such liability as aforesaid. F. and D. were registered as holding fully paid-up shares, and in the subsequent liquidation of the company the question was raised whether their shares had been paid for in "cash." At the date of the agreement a call of £5 per share had been made on the shares in the company, which were of £10 nominal value.

NORTH, J., held that the shares had been paid for in a mode which was legally equivalent to a cash payment. By virtue of the agreement there was a sum presently payable by the company to the shareholders, and that sum could be set off against the amount due by them in respect of their shares, even though that amount had not yet been called up.—COUNSEL, *G. W. Lawrance; Swinfen Eady.* SOLICITORS, *R. S. Taylor, Son, & Humbert; Abbott, Jenkins, & Abbott.*

High Court—Queen's Bench Division.

STEEDS AND ANOTHER *v.* **STEEDS AND ANOTHER**—4th February.

ACCORD AND SATISFACTION—SPECIALTY DEBT—EQUITABLE PLEA—PAYMENT TO ONE OF TWO CO-OBLIGEES.

This was an application by way of appeal from the refusal of Denman, J., to strike out the defendants' statement of defence. The action was brought by two plaintiffs against two defendants to recover £300, and interest at four per cent., due upon a bond. One of the defendants pleaded that he had delivered to one of the plaintiffs certain stock and goods which were given by him and accepted by the said plaintiff in satisfaction and discharge of the money due upon the bond. The other defendant pleaded that he had executed the bond as surety, and was discharged by the transaction set up by the first defendant. On the part of the plaintiffs it was argued, first, that, in respect of a specialty debt, accord and satisfaction is no more an answer to an action in equity than it is at law; secondly, that, even if it were an answer, where the bond was made in favour of only one person, accord and satisfaction with one of two co-obligees was not an answer in equity to an action by both. On behalf of the defendants it was contended, first, that, in equity, accord and satisfaction was a good plea to an action on a special contract; secondly, that, where two obligees sue on a bond, it was a rule of law that a release by one of them was an answer to the action.

THE COURT (HUDDLESTON, B., and WILLS, J.) refused to strike out the defence. They said that the rule of common law, that accord and satisfaction of a debt due upon a bond was no bar to an action, was the result of a technicality absolutely devoid of a particle of merits or justice; and that, as might have been expected, this was a case in which courts of equity would interfere to prevent the enforcing of a dishonest demand. The case of *Webb* v. *Hewitt* (3 K. & J. 438) shewed that where a plaintiff accepted money's worth in place of money in discharge of a bond, equity considered the debt was gone. As to the second point, the defendants, having to resort to equity for their defence, must accept the equitable principles applicable to the circumstances in their entirety; and, therefore, it was necessary to inquire what was the rule in equity with respect to payment to one of two co-obligees or co-creditors. The rule in equity, though it was otherwise at law, seemed to be that, where money was lent by two persons to a third, they were to be considered *primâ facie* as tenants in common, and not as joint tenants, both of the debt and of any security held for it: *Petty* v. *Styward* (Eq. Ca. Ab. 290), and cases cited in the notes to *Lake* v. *Craddock* (1 W. & T., 5th ed., p. 208). This proposition, however, was capable of being rebutted, as, for instance, where the lenders were trustees. In the present case they did not know the facts as to the origin of the obligation. But if the presumption above stated was to be drawn, the plaintiff, with whom the accord and satisfaction had been made, had been paid his share of the debt, and that could not be recovered again. They, therefore, refused to strike out the defence, but expressed an opinion that the statement of defence ought to be amended by setting out all the material facts of the case.—COUNSEL, *J. G. Wood; E. U. Bullen.* SOLICITORS, *Helder & Roberts*, for *T. A. Hill*, Paulton, Somerset; *Darley & Cumberland.*

SKINNER *v.* **DE FARIA**—Before Mathew, J., in Chambers, 11th February.

COUNTY COURT—PRACTICE—POWER TO REMIT ACTION—PAYMENT INTO COURT—REDUCTION OF CLAIM TO A SUM NOT EXCEEDING £100—COUNTY COURTS ACT, 1888 (51 & 52 VICT. c. 43), s. 65.

Action of contract for £220. The defendant, with his defence, paid into court £183 as sufficient to satisfy the plaintiff's claim, and denied liability as to the residue. The claim being thereby reduced to £37, the master remitted the action to the county court under section 65 of the County Courts Act, 1888. The plaintiff appealed. Section 65 enacts that "where, in any action of contract brought in the High Court, the claim indorsed on the writ does not exceed £100, or where such claim, though it originally exceeded £100, is reduced by payment, an admitted set off, or otherwise, to a sum not exceeding £100," either party may apply for an order that the action be tried in the county court, and the judge shall, unless there is good cause to the contrary, order such action to be tried accordingly. All former County Courts Acts are, by section 188, repealed.

MATHEW, J., held that, as the language of section 65 was the same as the language of section 7 of the County Courts Act, 1867, under which it was held (*Foster* v. *Usherwood*, 26 W. R. 91, 3 Ex. D. 1) that payment after action did not come within the section, the reduction by payment into court did not bring the case within the present section. In section 26 of the County Courts Act, 1856, the words "payment into court" were inserted, and in *Gray* v. *Hopper* (36 W. R. 746, 21 Q. B. D. 246), it was held that an action of contract, where the claim was reduced below £50 after action brought, could be remitted under that section. The words "payment into court" did not occur in the present section, and so that decision was not applicable. There was therefore no jurisdiction to remit the action to the county court.—COUNSEL, *H. F. Dickens; Craies.* SOLICITORS, *Sole, Turner, & Co.*, for *C. Cripps & Son*, Tonbridge Wells; *Hare & Co.*, for *Andrew & Cheale*, Tonbridge Wells.

Solicitors' Cases.

SOLICITOR ORDERED TO BE STRUCK OFF THE ROLL.

Feb. 5—JOHN JELF (Birmingham).

County Courts.

BOWKER *v.* **WILLIAMSON**—Marylebone, 25th January.

BILLS OF SALE ACTS, 1878—1882 — VERBAL AGREEMENT FOR PLEDGE OR DEPOSIT OF CHATTEL TO SECURE ADVANCES—LETTER OF CHARGE OF SAME DATE.

In this case

His Honour JUDGE STONOR said:—The plaintiff sues the defendant in detinue for a piece of plate—viz., a silver owl—or for £45 damages. A serious conflict of evidence and a difficult point of law arise in this case. The latter is dependent upon some of the disputed facts, and it will therefore be best for me to state my findings as to all the material facts. The plaintiff is a solicitor practising in the city of Winchester, and the piece of plate in question belonged to his late brother, also a solicitor, and the head of a firm practising in London under the style of "Bowker, Peake, Bird, & Co." The plaintiff claims this piece of plate by virtue of a pledge and deposit of the same and other plate made to him by his late brother, whom I shall hereafter term the deceased, for the payment of £250, and the validity of this claim is alone in issue in the present action. The defendant claims to be entitled to the same by virtue of a subsequent gift made to her by the deceased, either as an *actus inter vivos* or a *donatio mortis causâ* (whether subject or not to the plaintiff's lien), and her title under that gift is not in issue in the present action. [After a careful examination of the evidence, oral and documentary, which was very conflicting, his Honour proceeded as follows:—] Upon these facts I find that, at the interview on the 10th of June, 1886, an agreement was entered into between the plaintiff and the deceased that the former should advance to the latter £50 in addition to £200 previously advanced, on having the same secured by a pledge and deposit of the whole of the deceased's plate, and that the £50 was paid, and the whole of the plate delivered to the plaintiff by the delivery of the keys of the plate chest on the same day, and consequently whether the owl was taken possession of on that day, as I have found, or subsequently, the plaintiff is entitled to its possession, subject to the point of law which remains to be considered, which is twofold—viz., whether a letter of the 10th of June, 1886, to the following effect:—"23, Avenue-road, June 10, 1886 My dear Fred,—You having this day advanced me the sum of fifty pounds, I agree to repay you the amount, with interest at 5 per cent., on demand, and I charge the plate I have deposited with you to-day with the payment of the sum of fifty pounds and interest, and also with the payment of the sum of two hundred pounds and interest already owing by me to you.—Your affectionate brother, JAS. BOWKER. Frederick Bowker, Esq., Quickhills, Winchester"—is a bill of sale, and requires registration, and whether the plaintiff's title to the plate in question is void for want of its registration. The first point, of course, depends upon the construction of the Bills of Sale Acts, 1878 and 1882, which belong to a class of Acts of which Lord Chief Justice Cockburn once said that "whenever they were named a shudder ran through the court." On the present occasion, however, it appears to me that, so far as these Acts are concerned, there is not much difficulty, and that the letter in question is *primâ facie* a bill of sale within the 4th section of the Bills of Sale Act, 1878, "being an agreement, whether intended or not, by which a charge or security on personal chattels for the payment of money was, or might have been, conferred," and as such would require registration under the Bills of Sale Act, 1882, ss. 3, 8; and I therefore proceed at once to the second point, whether the plaintiff's title to the plate in question is void for want of such registration, or, in other words, whether his title is dependent on that letter. Upon this point numerous and somewhat conflicting decisions and *dicta* of judges of the High Court were cited before me, and, with the assistance of the learned counsel who so very ably argued the present case, I have carefully spelt my way through them, and I have come to the conclusion that the plaintiff's title is nowise dependent upon the letter in question, and that the verbal agreement entered into between him and the deceased on the 10th of June for an advance of £50, and for the deposit of the whole of the plate to secure the same and £200 already advanced, together with the subsequent

deposit of the same by delivery of the keys, constituted a pledge or pawn of all the plate of the deceased to the defendant vesting the property in him, and that the letter of that date, although *primâ facie* a bill of sale of "plate which had been deposited with him," was not in fact such an instrument, inasmuch as no plate had then been deposited with him, but was only an inaccurate record of the pledge and pawn of the whole of his plate, a transaction which, at the time of signing the letter, was inchoate, but was afterwards completed, according to the original intention, by delivery of the keys of the plate chests. In support of my judgment I would refer particularly to the following cases: *Ex parte Hubbard; Re Hardwick* (17 Q. B. D. 690); *Newton and others* v. *Shrewsbury* (21 Q. B. D. 41); *Hilton* v. *Tucker* (34 Ch. D., in the Court of Appeal, p. 669), in some of which the earlier case of *Re Hall, Ex parte Close* (19 Q. B. D. 386) is fully discussed. There will be a verdict for the plaintiff for £45, to be reduced to 1s. on delivery of the goods in one week, and the plaintiff can have, if he please, an order for the delivery of the goods forthwith, but to remain in the custody of the registrar of this court in case of an appeal. Judgment accordingly, with full costs.—COUNSEL, *Rolland; Peil.*

Re **ELECTION OF COUNTY COUNCILLOR FOR THE WITHYHAM DIVISION OF THE COUNTY OF EAST SUSSEX.** *Ex parte* **THE REV. EBENEZER LITTLETON**—Lewes, 5th February.

JURISDICTION OF COUNTY COURT TO ORDER INSPECTION OF BALLOT PAPERS.

An application on behalf of the defeated candidate was made for an order to inspect the counted ballot papers used at the above election. The application was founded upon an affidavit of the defeated candidate, stating in effect that certain votes that should have been counted for him were as a fact counted for the successful candidate. The summons was served upon the deputy returning officer, the clerk to the county council, in whose possession the ballot papers were, and the successful candidate. It was admitted that the Withyham Division was wholly within the jurisdiction of the East Grinstead County Court, and that no part of the said division was within the jurisdiction of the Lewes County Court. It was further admitted that the judge of both county courts was the same. Mr. Holt, solicitor, appeared for the applicant, and stated that section 75 of the Local Government Act, 1888, incorporated part 3 of the Municipal Corporations Act, 1882; section 58 is included in part 3, and by that section the Ballot Act and Rules are rendered applicable to the election of county councillors; by rule 64 of the Ballot Act the county court has jurisdiction to make an order under rule 41 for the inspection of the counted ballot papers. Mr. John Mews, barrister, on behalf of the deputy returning officer, contended that the county court judge had no jurisdiction, (1) on the ground that section 58 of the Municipal Corporations Act, 1882, only incorporates the Ballot Act and Rules so far as relates to the poll (including the provisions relating to the duties of the returning officer after the close of the poll), and that it did not incorporate rule 41, relating to the inspection of the counted ballot papers whilst in the custody of the clerk of the county council; (2) on the ground that the East Grinstead, and not the Lewes County Court, was the proper tribunal to make the order, the fact that the same judge presided at both courts being a mere accident. Mr. Mews also contended that the affidavit of the defeated candidate was unreliable, and that the judge, even if he had jurisdiction to make the order, would on the facts refuse to exercise it. Mr. Kemm (Messrs. Robins, Cameron, & Kemm) appeared for the successful candidate, and submitted that upon the evidence the judge would not make the order asked for. The judge, before dealing with the question of jurisdiction, desired to hear the evidence; the applicant was then cross-examined on his affidavit, and witnesses were examined on both sides.

His Honour JUDGE MARTINEAU, in giving judgment, said that, assuming the county court had jurisdiction at all in the matter, he should have said that the East Grinstead County Court was the proper tribunal to which the application should be made. It was contended that he was to treat East Sussex as being in the position of a municipal borough, and that as an order for inspection might be made by a county court in a borough in a case where an election took place in any part of that municipal borough, so he, sitting at Lewes, might make an order with reference to an election that took place in the East Grinstead district. But though he was judge at both courts he was strongly of opinion that the proper place at which the application should be made was the East Grinstead County Court; it added considerably to the expense to come to the Lewes County Court, and if the applicant's contention was correct, it would be possible to make similar applications in all the county courts of the county, which might in many counties be presided over by different judges. He would, however, rather not rest his decision solely on that ground. There was the more important question as to whether the county court had power to make the order under the Local Government Act. The question turned upon section 58 of the Municipal Corporations Act, 1882. Having read this section, his Honour said that it seemed to him that it was limited in its operation, and that rule 41 of the Ballot Act was not incorporated. It appeared to him that it would be putting a wider construction upon the section than the words admitted of, and he saw no reason for doing so. His Honour added that (though it was not necessary for his decision) he should not on the facts make the order asked for, as the evidence in favour of the correct counting was overwhelming. He therefore dismissed the application, with costs.

*** In the report of *Re Walford, Walford* v. *Walford* (*ante*, p. 234) the names of Messrs. Spyer & Son were omitted from the solicitors engaged in the case.

LAW SOCIETIES.

UNITED LAW SOCIETY.

Jan. 28.—Mr. A. M. Lazarus moved: "That competitive examination is a mistake and ought to be abolished." The following spoke:—For the motion—Messrs. Aiyangar and Edmonds; Against—Messrs. Strickland, Connor, Clifton, Greenhalgh, Common, Voules, Miller, Le Maistre, and Marcus. The motion was lost by six votes.

Feb. 4.—It was announced that the winner of the James Prize (1888) was Mr. Staples Firth. Mr. F. M. Voules *proxime accessit*. A resolution was carried instructing the James Prize Committee to write to Sir Henry James as to the desirability of limiting the competition for the future, not necessarily, however, confining it to law students only. A resolution of Mr. W. S. Sherrington, "That the James Prize Committee for the ensuing year consist of Messrs. Swinfen-Eady, C. W. Williams, and Staples Firth," was carried unanimously. Private business occupied the remainder of the evening.

Feb. 11.—Mr. Kains-Jackson moved: "That party government is a political error." The following spoke:—For the motion—Messrs. Le Maistre, McMillan, Common, Lazarus, and Francis; Against—Messrs. H. J. Bull, Miller, Voules, Sherrington, Greenhalgh, and Ross Brown. The motion was lost by one vote.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 13th inst., Mr. G. Burrow Gregory in the chair. The other directors present were Messrs. H. Morten Cotton, Edwin Hedger, J. H. Kays, R. Pennington, Henry Roscoe, Sidney Smith, Frederic T. Woolbert, and J. T. Scott (Secretary). A sum of £497 was distributed in grants of relief, three new members were admitted to the association, and other general business was transacted.

LAW STUDENTS' JOURNAL.

RECENT STUDENTS' CASES.

CONVEYANCING AND EQUITY.

NEWBOULD *v.* BAILWARD, PARKER *v.* BLENKHORN (*ante*, p. 94).—When a solicitor has been employed by a client in relation to the sale of property, although an auctioneer has been employed and paid by the client, the solicitor is nevertheless entitled to be remunerated under schedule 2 for work preliminary to that done by the auctioneer.

RE FAURE ELECTRIC ACCUMULATOR CO. (37 W. R. 116).—Apart from fraud or *crassa negligentia*, directors are not liable for allowing the transfer of shares to a person unable to pay the unpaid calls thereon, but they are liable for brokerage paid by them to stockbrokers for placing shares in the market.

RE SHEPPARD'S TRUSTS (23 L. J. N. C. 148).—A joint power of appointing new trustees being vested in husband and wife, on their being unable to agree in selecting a trustee, the surviving trustees, or the personal representative of the last surviving trustee, may appoint under section 31 of the Conveyancing Act, 1881.

CARDIGAN *v.* CURZON-HOWE (*ante*, p. 107).—On a tenant for life who has incumbered his life interest selling under his statutory power, the costs of obtaining the concurrence of the mortgagees are not to be allowed out of the capital moneys.

POLLARD *v.* THE PHOTOGRAPHIC CO. (*ante*, p. 140).—Apart from special terms, a photographer is not entitled to take for his own use copies of the portrait of the person photographed without the latter's authority, express or implied.

RE POSTLETHWAITE, POSTLETHWAITE *v.* RICKMAN (37 W. R. 200).—The fact that a trustee has sold trust property in the hope of being able to repurchase it for himself at a future time, is not of itself a sufficient ground for setting aside the sale at a long distance of time where the price was not inadequate, or the sale improper in other respects.

ELWORTHY *v.* HARVEY (*ante*, p. 108).—Whether a person has been duly constituted trustee of a will cannot be determined by originating summons under ord. 55, r. 3 (*g*).

BLANK *v.* FOOTMAN (57 L. J. Ch. D. 909).—The submission of a design by the inventor to his agent, who shewed it to customers and obtained orders before registration, was held to be a previous publication fatal to registration.

RE GENT, GENT-DAVIS *v.* HARRIS (37 W. R. 151).—A receiver and manager is a person in a fiduciary position, within the meaning of section 4, sub-section 3, of the Debtors Act, 1869, and is not exempt from committal on the ground of Parliamentary privilege.

EDWARDS *v.* WOOLDRIDGE (*ante*, p. 74).—The Court of Appeal will not rehear an appeal merely on the ground that the case had not been fully argued on appeal.

RE VALDEZ' TRUSTS (*ante*, p. 74).—A testator having made a general bequest in favour of two persons, and in case of their decease to their executors and administrators, one of them predeceased him, having left to testator the residue of his property. Held, that his share went to the testator's next-of-kin.

COMMON LAW AND BANKRUPTCY.

SCHOFIELD *v.* HINCKS (*ante*, p. 93).—The claim for unexhausted improve-

ments due under the provisions of the Agricultural Holdings Act, 1883, cannot be raised by way of counter-claim.

Re Goldring, Ex parte Harper (*ante*, p. 93).—A bankruptcy notice cannot be issued by the trustee in bankruptcy of the judgment creditor.

Steedman v. Hakim (*ante*, p. 90, 37 W. R. 208).—On appeals to the Divisional Court from the order of a judge at chambers, notice of motion must be served within five days of the order.

Guy v. Churchill (*ante*, p. 126).—A trustee in bankruptcy having assigned, with the approval of the committee of inspection, the right of the bankrupt to have certain accounts reopened to a creditor on the terms that he should continue the action at his own expense, and pay over one-fourth of what he recovered to the trustee; held, that the assignment was not impeachable on the ground of maintenance.

Re Davis, Ex parte Rawlings (37 W. R. 203).—The debtors, furniture dealers, assigned to a creditor by way of mortgage the benefit of certain agreements under which they let furniture under the hire-and-purchase system, and were to be paid by instalments. Held, that the assignment was not a bill of sale, and that the assignee was entitled to instalments falling due after the commencement of the bankruptcy.

Re Sacker (37 W. R. 204).—A receiver in Chancery appointed in an action cannot present a bankruptcy petition for moneys due to him as receiver.

Wood v. Earl of Durham (37 W. R. 222).—In libel actions general bad reputation of the plaintiff cannot be "pleaded," and can only be given in reduction of damages.

Re Arnott, Ex parte Chief Official Receiver (37 W. R. 223).—A solicitor will not be compelled to disclose the address of a bankrupt who has absconded where such address has been communicated to him by the bankrupt confidentially as his solicitor for the purpose of being advised by him in the bankruptcy proceedings.

PROBATE, DIVORCE, ADMIRALTY, AND CRIMINAL LAW.

Field v. Field (*ante*, p. 91).—The demand for restitution of conjugal rights precedent to commencing an action need not be written by the petitioner; it should be of a conciliatory nature.

Reg. v. Dawson (23 L. J. N. C. 142).—If an undischarged bankrupt resides in one county and goes to another, and obtains goods on credit to the extent of £20 without disclosure of the fact that he is undischarged, he should be indicted in the county where he obtained the credit.

Reg. v. Allison, Judd, and Others (37 W. R. 143).—The *fiat* of the Director of Public Prosecutions must in every case identify the persons to be prosecuted by name.

Curling v. Curling (23 L. J. N. C. 152).—On respondent amending his answer, and inserting a prayer for dissolution on the ground of petitioner's adultery with a person unknown, the court can allow the respondent to proceed without citing a co-respondent.

Re The Goods of Middleton (*ante*, p. 109).—On application for a grant of administration of the estate of an intestate, a widow who is abroad, and is alleged to have been guilty of adultery and bigamy must be cited.

Smith v. Tranter (*ante*, p. 126).—If a husband wishes to contest probate granted of his wife's will, on the ground that she had in fact no separate estate, &c., he should take proceedings to recall the probate.

"The Lydia" (*ante*, p. 106).—In admiralty matters, when the Divisional Court alters a county court judgment, no leave is requisite before appealing to the Court of Appeal. Section 10 of the County Courts Act, 1875, is not altered by section 45 of the Judicature Act, 1875.

Hechler v. Hechler and Bennett (*ante*, p. 142).—If decree *nisi* is, on the intervention of the Queen's Proctor, subsequently rescinded, co-respondent who was condemned in costs is entitled to be relieved from the former order.

LAW STUDENTS' SOCIETIES.

Bristol Law Students' Society.—Feb. 12—Chairman, Mr. E. A. Harley, solicitor.—Mr. H. H. Coles moved: "That a court of appeal in criminal cases should be established." Mr. A. W. Taylor opposed, and the debate was carried on by Messrs. J. L. V. S. Williams and A. E. Barker. On the question being put to the vote the motion was lost by a majority of two.

LEGAL NEWS.

APPOINTMENTS.

Mr. James Forrest Fulton, barrister, M.P., has been appointed Senior Prosecuting Counsel to the Post Office at the Central Criminal Court. Mr. Fulton is the son of Lieutenant-Colonel Fulton, and was born in 1846. He is an LL.B. of the University of London. He was called to the bar at the Middle Temple in Easter Term, 1872, and he practises on the South-Eastern Circuit and at the Central Criminal Court, and the Middlesex, Essex, Hertford, and St. Albans Sessions. Mr. Fulton was elected M.P. for the Northern Division of the borough of West Ham in 1886. He has been for some time prosecuting counsel to the Treasury at the Middlesex Sessions.

Mr. Alexander Macmorran, barrister, has been appointed Counsel to the Treasury in Appeals at the Middlesex Sessions. Mr. Macmorran is the eldest son of Mr. Thomas Macmorran, of Newtown Stewart, Wigtonshire. He was educated at the University of Edinburgh, and he was called to the bar at the Middle Temple in November, 1875. He is a member of the South-Eastern Circuit.

Mr. Charles Darlington Skidmore, barrister, who has been appointed Stipendiary Magistrate for the borough of Bradford, in succession to Mr Edward Nicholas Fenwick, who has been appointed a stipendiary magistrate for the metropolis, is the second son of Mr. Joshua Annable Skidmore, of Wakefield, and was born in 1839. He was called to the bar at the Inner Temple in Easter Term, 1863, and he has practised on the North-Eastern Circuit and at the North Riding Sessions. He has been for several years prosecuting counsel to the Mint for the North Riding.

Mr. William Alfred Meek, barrister, has been appointed Prosecuting Counsel to the Mint for the North Riding of Yorkshire, in succession to Mr. Charles Darlington Skidmore, who has been appointed stipendiary magistrate for the borough of Bradford. Mr. Meek is the second son of Sir James Meek, of Middlethorpe, Yorkshire, and was born in 1850. He was formerly fellow of Trinity College, Cambridge, where he graduated in the first class of the Classical Tripos in 1873. He was called to the bar at the Inner Temple in January, 1876, and he practises on the North-Eastern Circuit and at the North Riding Sessions.

Mr. Hugh Eden Eardley Wilmot, barrister, has been appointed one of the Prosecuting Counsel to the Mint at the Central Criminal Court. Mr. Wilmot is the son of Sir John Eardley Wilmot, Bart., late Judge of County Courts. He was born in 1850, and he was educated at the Charterhouse. He was called to the bar at Lincoln's-inn in Michaelmas Term, 1871, and he is a member of the Midland Circuit.

Mr. Rudolph Herries Spearman, barrister, has been appointed Prosecuting Counsel to the Mint for Shropshire. Mr. Spearman is the fourth son of Sir Alexander Spearman, Bart., and was born in 1845. He was educated at Oriel College, Oxford, where he graduated third class in Classics in 1868, and he was called to the bar at the Inner Temple in Michaelmas Term, 1869. He practises on the Oxford Circuit and at the Staffordshire and Shropshire Sessions. Mr. Spearman has been recorder of the borough of Bridgnorth since 1885.

Mr. John Macdonell, barrister, who has been appointed a Master of the Supreme Court of Judicature, is the second son of Mr. James Macdonell. He was educated at the University of Aberdeen. He was called to the bar at the Middle Temple in Hilary Term, 1873, and he is a member of the South-Eastern Circuit. Mr. Macdonell has been for several years a revising barrister for the county of Middlesex and editor and secretary to the State Trials Committee.

Mr. George Winch, solicitor (of the firm of Winch & Greensted), of Chatham, Sittingbourne, and Sheerness, has been elected an Alderman in the Kent County Council. Mr. Winch was admitted a solicitor in 1864. He is registrar of the Sheerness County Court, clerk to the Chatham Local Board, clerk to the stipendiary magistrate at Chatham and Sheerness, and deputy-coroner for the Sittingbourne Division of Kent.

Mr. Mackay John Graham Scobie, solicitor, of Hereford and Leominster, has been elected an Alderman in the Herefordshire County Council. Mr. Scobie was admitted a solicitor in 1875. He is official receiver in bankruptcy for the Hereford District.

Mr. Valentine Stapleton, solicitor, of Stamford and Market Deeping, has been elected an Alderman in the Kesteven (Lincolnshire) County Council. Mr. Stapleton was admitted a solicitor in 1863. He is Mayor of Stamford for the present year.

Mr. John Batten, solicitor, late of Yeovil, has been elected an Alderman in the Dorsetshire County Council. Mr. Batten was for many years town clerk of the borough of Yeovil. He is a magistrate for Dorsetshire, and he has served the office of high sheriff.

Mr. Ambrose William Knott, solicitor, of Worcester and Bromyard, has been elected President of the Worcester and Worcestershire Incorporated Law Society for the ensuing year. Mr. Knott was admitted a solicitor in 1863.

Mr. William Edward Cave, solicitor, of Altrincham, has been appointed a Perpetual Commissioner for Cheshire and Lancashire for taking the Acknowledgments of Deeds by Married Women.

Mr. Henry Fielding, solicitor, of Canterbury, has been appointed Clerk to the Canterbury School Board. Mr. Fielding was admitted a solicitor in 1886.

Mr. James Blatch, solicitor, of Southampton, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Joseph Bottomley Firth, barrister, M.P., who has been elected Deputy-Chairman of the London County Council, is the eldest son of Mr. Joseph Bottomley. He was born in 1842, and he assumed the additional name of Firth by Royal licence. He is an LL.B. of the University of London. He was called to the bar at the Middle Temple in Trinity Term, 1866, and he is a member of the North-Eastern Circuit. Mr. Firth was M.P. for Chelsea in the Liberal interest from 1880 to 1885, and he was elected M.P. for Dundee in February, 1888.

Mr. John Johnstone, solicitor (of the firm of Ashwell & Johnstone), of Nottingham, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Henry Alexander Hughes, solicitor, has been elected Clerk of the Peace for the borough of Maidstone, in the place of Mr. Frederick Scudamore, deceased.

CHANGES IN PARTNERSHIPS.

DISSOLUTION.

Hugh Holmes Gore and G. D. M. Munro, solicitors (Gore & Munro), Bristol. Jan. 31. The business as from that date being carried on at Bristol by Hugh Holmes Gore alone. [*Gazette*, Feb. 8.

GENERAL.

The death is announced of Baron F. von Holtzendorff, professor of law in the University of Munich, one of the ablest of European jurists, and also one of the leading authorities on all questions of the treatment of crime. His chief work in the latter department was issued only last year. It was written conjointly by himself and M. von Jorgemann, of Baden, and forms two very comprehensive volumes, under the title of "Handbuch des Gefangnisswesens."

A new association has just been formed in Germany with the object of directing the attention of jurists and penal authorities to the importance of a more intelligent and scientific treatment of criminals than has hitherto, for the most part, obtained in that country and elsewhere. The founders of this organization desire to encourage, in many instances, the substitution for imprisonment of other modes of punishment or restraint, as, for example, conditional liberty, recognizances, and fines. Some of the principal penal authorities and administrators in Germany and Austria have already associated themselves with the new organization.

Much consternation has been caused in North Staffordshire by the mysterious disappearance of Mr. Daniel Sheratt, of Kidsgrove, one of the best known solicitors of the district, who has been missing since Wednesday last week, and who, the police believe, has been the victim of foul play. On the day named Mr. Sheratt transacted business at Audley village, a few miles from his home at Alsager, and is believed to have had a large sum of money in his possession. He was met on the way home by a farmer, who noticed two rough-looking men following. The fact that his hat and a revolver with two chambers discharged have been found on the road strengthens the suspicion of foul play.

Mr. Justice Chitty, on the 12th inst., referring to the numerous applications which have recently been made to the court for the postponement, at the last moment, of witness cases standing ready for immediate trial, and also in several instances for the postponement of cases actually placed in the day's cause list, observed upon the extreme inconvenience to other suitors whose cases were ready for trial occasioned by such unexpected disturbances of the order in which cases had been set down for trial. The learned judge desired it to be made known that unless for very valid reasons, such as sudden illness, &c., he should, in the interests of suitors generally, decline to accede to such applications for postponement, and the result would be that, if the applicants were not prepared to go on, their cases would have to go down to the bottom of the list.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice Kay.	Mr. Justice Chitty.
Monday, Feb. 18	Mr. Lavie	Mr. Rolt	Mr. Beal
Tuesday 19	Pugh	Godfrey	Leach
Wednesday 20	Lavie	Rolt	Beal
Thursday 21	Pugh	Godfrey	Leach
Friday 22	Lavie	Rolt	Beal
Saturday 23	Pugh	Godfrey	Leach
	Mr. Justice North.	Mr. Justice Stirling.	Mr. Justice Kekewich.
Monday, Feb. 18	Mr. Clowes	Mr. Carrington	Mr. Pemberton
Tuesday 19	Koe	Jackson	Ward
Wednesday 20	Clowes	Carrington	Pemberton
Thursday 21	Koe	Jackson	Ward
Friday 22	Clowes	Carrington	Pemberton
Saturday 23	Koe	Jackson	Ward

WINDING UP NOTICES.

London Gazette.—FRIDAY, Feb. 8.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BROWN, DAVIS & CO., LIMITED.—Petn for winding up, presented Feb 7, directed to be heard before Chitty, J., on Saturday, March 9. Miles, King st, Cheapside, solor for petner

"CARINA" OPERA SYNDICATE, LIMITED.—Creditors are required, on or before March 4, to send their names and addresses, and the particulars of their debts or claims, to Frederick Talbot Cole, 191, Fleet st. Tuesday, March 26, at 11, is appointed for hearing and adjudicating upon the debts and claims

CHESTERTON COAL AND IRON CO., LIMITED.—Chitty, J., has, by an order dated July 16, appointed Horace Woodburn Kirby, 19, Birchin lane, to be official liquidater

CONTRACT AND AGENCY CORPORATION, LIMITED.—Stirling, J., has, by an order dated Jan 21, appointed Frederic George Painter, 2, Moorgate st bldgs, to be official liquidator. Creditors are required, on or before March 11, to send their names and addresses, and the particulars of their debts or claims, to the above. Thursday, March 21, at 3, is appointed for hearing and adjudicating upon the deb's and claims

ESPUELA LAND AND CATTLE CO., LIMITED.—Petn for winding up, presented Feb 6, directed to be heard before Chitty, J., on Feb 16. Trinders & Co., Cornhill, solors for petner

GILBERT & SPURRIER, LIMITED.—Creditors are required, on or before March 1, to send their names and addresses, and the particulars of their debts or claims, to Joseph Slocombe, 37, Bennett's hill, Birmingham. Friday, March 15, at 12, is appointed for hearing and adjudicating upon the debts and claims

HARBAGE HALL LADIES' COLLEGE CO., LIMITED.—By an order made by North, J., dated Feb 2, it was ordered that the company be wound up. Andrew & Co., 6t James st, Bedford row, solors for petner

HULL TALLOW REFINING CO., LIMITED.—Petn for winding up, presented Feb 6, directed to be heard before Stirling, J., on Saturday, Feb 16. Whitfield & Richardson, Finsbury pavement, solors for petners

LONDON RESTAURANTS, LIMITED.—Kay, J., has fixed Feb 18, at 12, at his chambers, for the appointment of an official liquidator

PYLE WORKS, LIMITED.—Petn for winding up, presented Feb 5, directed to be heard before Stirling, J., on Saturday, Feb 16. Lane & Co., Queen Victoria st, solors for petner

SAINT LOUIS PARK MILLS CO., LIMITED.—Chitty, J., has fixed Saturday, Feb 16, at 11.30, at his chambers, for the appointment of an official liquidator

ZOUT KOM NITRATES, LIMITED.—Petn for winding up, presented Feb 7, directed to be heard before Chitty, J., on Feb 16. Goodchild, Gresham House, solor for petners

UNLIMITED IN CHANCERY.

ST. HELENS AND DISTRICT TRAMWAYS CO.—By an order made by Stirling, J., dated Feb 2, it was ordered that the company be wound up. Sharpe & Co., New ct, Carey st, agents for Brewis, Town Clerk, St. Helens, solor for petners

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

IRON SAILING SHIPOWNERS' UNDERWRITING ASSOCIATION, LIMITED.—By an order made by the court, dated Jan 28, it was ordered that the company be wound up. Lightbound, Liverpool, solor for petners

FRIENDLY SOCIETIES DISSOLVED.

BURY FRIENDLY SOCIETY AND GENERAL PROVIDENT INSTITUTION, Savings' Bank, Bury, Lancaster. Feb 5

PRINCE LLEWELLYN LODGE, Merthyr Unity Philanthropic Institution, Cardiff District, Odd Fellows' Arms, 35, Ellen st, Cardiff. Feb 4

ST. LEONARD'S ANNUAL FRIENDLY BENEFIT SOCIETY, National Schoolroom, Leonard Stanley, Gloucester. Feb 1

SUSPENDED FOR THREE MONTHS.

VILLAGE LODGE FRIENDLY SOCIETY, Royal Hotel, Morley, Leeds. Feb 5

London Gazette.—TUESDAY, Feb. 12.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

DEAKIN & CO., LIMITED.—North, J., has, by an order dated Jan 30, appointed Mr. Sidney Frederick Isitt, 46, Holborn Viaduct, to be official liquidator

ECONOMIC CONTRACT CO., LIMITED.—Kay, J., has fixed Feb 22, at 12, at his chambers for the appointment of an official liquidator

GRASKOP GOLD AND STORES CO., LIMITED.—Creditors are required, on or before March 4, and those beyond the limits of the United Kingdom before June 20, to send their names and addresses, and the particulars of their debts or claims, to Charles Robert Kerr Hubback and Edwin John Churchouse, 29, St. Swithin's lane. March 18, at 12, and July 10, at 12, are respectively appointed for hearing and adjudicating upon the debts or claims

PHOTOGRAPHIC CO., LIMITED.—Petn for winding up, presented Feb 8, directed to to be heard before Stirling, J., on Feb 23. Hill, Queen Victoria st, solor for petner

PONTYPRIDD AND RHONDDA VALLEY TRAMWAYS CO., LIMITED.—By an order made by North, J., dated Feb 2, it was ordered that the company be wound up. Pollard, Coleman st, solor for petner

UNLIMITED IN CHANCERY.

PAIGNTON WATER CO.—Petn for winding up, presented Feb 5, directed to be heard before North, J., on Feb 23. White & Sons, Bedford row, agents for Sanders & Co., Birmingham, solors for petner

SAINT HELENS AND DISTRICT TRAMWAYS CO. Stirling, J., has fixed Friday, Feb 22, at 12, at his chambers, for the appointment of an official liquidator

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

JOHN OWEN & CO., LIMITED.—Fox-Bristowe, V.C., has fixed Friday, Feb 22, at 12.30, at 2, Clarence st, Manchester, for the appointment of an official liquidator

FRIENDLY SOCIETIES DISSOLVED.

LADY RAGLAN FRIENDLY SOCIETY, Odd Fellows' Arms Inn, Commercial st, Newport, Monmouth. Feb 7

SUSPENDED FOR THREE MONTHS.

AMICABLE AND CHARITABLE SOCIETY, Boot and Shoe Inn, Moor Top, Ackworth Pontefract, York. Feb 7

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Feb 5.

ALLCOCK, ELIZA ANNE, Chester sq. March 1. William Maltby, Mansfield

BALMFORTH, JOHN HOLT, Halifax, Card Manufacturer. March 18. Wavell & Co, Halifax

BIRD, ELIZABETH LAVINA, Moseley, Worcester. Feb 14. Rowlands & Co, Birmingham

BOOTH, GEORGE, New Mill, York, Farmer. Feb. 19. Heeley & Marshall, Holmfirth

CLARKE, MARY, Ipswich. March 15. Notcutt & Son, Ipswich

COURSE, JOHN NOBLE, jun, Grand Trunk Railway Audit Office, Montreal. Feb 19. McKenna & Co, Basinghall st

CRAVEN, ELIZABETH, Sunderland. March 31. Graham & Shepherd, Sunderland

CROSSKEY, ROBERT, Lewes, Justice of the Peace. April 30. Mathews & Browne, Cannon st

DAVISON, WILLIAM SHEBBTT, Sunderland, Master Mariner. March 31. Graham & Shepherd, Sunderland

FARRINGTON, THOMAS, Sandbach, Chester, Shoemaker. March 22. Bygott & Sons, Sandbach

GOLDNEY, SAMUEL, Sloane st, Chelsea, Esq. July 31. Fairfax Brooks, Old Jewry

HAWS, JOHN, Ombersley, Worcester, Draper. Feb 13. Ivens & Morton, Kidderminster

HENNIKER, MARY BERTHA, Colchester. March 16. Wynne & Son, Lincoln's inn fields

KENMIR, GEORGE JOHNSON, Newcastle upon Tyne, Gent. March 20. W. & W. A. Harle, Newcastle upon Tyne

KINDERSLEY, CAROLINE GEORGIANA, Montagu st, Portman sq. March 16. Wynne & Son, Lincoln's inn fields

MASON, ELIZABETH, Paradise rd, Clapham rd. March 11. Robinson & Stannard, Eastcheap

NICHOLLS, MARY, Southport. May 4. Hewitt & Co, Manchester

PINNION, THOMAS, Miles lane, Plumber. March 25. Carpenter & Sons, Laurence Pountney lane

ROSE, BARNABAS, Fulton County, Illinois, U.S.A., Farmer. Feb 28. Brame, Birmingham

SADLER, ELIZABETH, Winterton, Lincoln. March 1. Crust & Co, Beverley

SOMERTON, CHARLES, Clifton, Esq. April 2. Gwynn & Gwynn, Bristol

WARD, ALFRED RUDYERD, Southsea, Assistant Superintendent, Telegraph Department, Calcutta. March 1. Sandom & Co, Gracechurch st

WEBB, SELINA, Burnage, nr Manchester. March 9. Slater & Sons, Manchester

YATES, THOMAS LAWRENCE, Liverpool, Gent. March 20. Quinn & Sons, Liverpool

BANKRUPTCY NOTICES.

London Gazette—FRIDAY, Feb. 8.

RECEIVING ORDERS.

AGAR, THOMAS, Redcar, Yorks, Greengrocer Stockton on Tees and Middlesborough Pet Feb 4 Ord Feb 4

AUSTIN, GEORGE, Hastings, Builder Hastings Pet Feb 5 Ord Feb 5

BALLS, EDMUND ARTHUR, Leighton Buzzard, Gent Luton Pet Jan 21 Ord Feb 4

BARNFATHER, JAMES SMITH, Hunslet, Leeds, Gent Leeds Pet Feb 6 Ord Feb 6

BREWSTER, JOHN, Maitland pk rd, Haverstock hill, Wesleyan Minister High Court Pet Jan 22 Ord Feb 5

BROWN, FRANK JOHN, West Malling, Kent, Draper Maidstone Pet Feb 4 Ord Feb 4

BRUNKER, GEORGE FREDERICK, Bradford, Wilts, Baker Bath Pet Feb 4 Ord Feb 4

BULLER, GEORGE, Swansea, Grocer Swansea Pet Feb 4 Ord Feb 4

BURNETT, WILLIAM, Ditchampton, Wilts, Haulier Salisbury Pet Feb 5 Ord Feb 5

CHICHESTER, Hon. GEORGE AUGUSTUS HAMILTON, Park st High Court Pet Nov 8 Ord Jan 14

COOKE, JOHN, Ilkeston, Derbyshire, Boot Dealer Derby Pet Feb 2 Ord Feb 5

COOPER, CLEMENT, Stoke upon Trent, Commission Agent Stoke upon Trent Pet Feb 2 Ord Feb 2

EDLESTON, RALPH JOHN, Bowdon, Cheshire, Dealer in Horses Manchester Pet Feb 6 Ord Feb 6

ELY, TOM, Old Brompton, Kent, Butcher Rochester Pet Feb 6 Ord Feb 6

FORDHAM, ALFRED WALTER, Grays, Essex, Builder Rochester Pet Jan 9 Ord Feb 4

GRIME, THOMAS, Darwen Blackburn Pet Jan 25 Ord Feb 5

HANECOCK, WILLIAM HENRY, Chatham, Shipwright Rochester Pet Feb 5 Ord Feb 5

HARDY, THOMAS, Durham, Glass Dealer Durham Pet Feb 5 Ord Feb 5

HARLEY, EDWARD, Lugwardine, Herefordshire, Farmer Hereford Pet Feb 4 Ord Feb 4

HARVEY, JOHN, Longton, Staffordshire, Brickmaker Stoke upon Trent Pet Feb 5 Ord Feb 5

HOPPER, ROBERT SCOTT, Gateshead, Solicitor Newcastle on Tyne Pet Nov 2 Ord Feb 6

JENKIN, EMILY, Helston, Cornwall, Boot Dealer Truro Pet Feb 4 Ord Feb 4

JONES, WILLIAM, Blaenffod, Pemb, General Merchant Carmarthen Pet Feb 1 Ord Feb 1

LUCKING, ROBERT, Hatfield Peverel, Essex, Farmer Chelmsford Pet Feb 6 Ord Feb 6

MACHAN, WILLIAM COLIN, Dewsbury, Carpet Dealer Dewsbury Pet Feb 4 Ord Feb 4

MAUGHAN, JOHN, Blackwell House, nr Carlisle, Farmer Carlisle Pet Feb 5 Ord Feb 5

MORRIS, THOMAS JOSEPH, Grantham, Music Dealer Nottingham Pet Feb 6 Ord Feb 6

MOULD, STEPHEN, and ERNEST WILLIAM BOWES, Leatherhead, Ironmongers Croydon Pet Feb 5 Ord Feb 5

NICHOLAS, EDMUND, Bury, Woollen Printer Bolton Pet Jan 24 Ord Feb 6

POOL, WILLIAM FLETCHER, Old Radford, Nottingham Grocer Nottingham Pet Feb 6 Ord Feb 6

ROWE, HENRY, Kingston upon Hull, Journeyman Butcher Kingston upon Hull Pet Feb 4 Ord Feb 4

ROWSE, JOHN RICHARD, Kingston upon Hull, Smackowner Kingston upon Hull Pet Feb 4 Ord Feb 4

SIDDALL, JAMES, Harpurhey, Lancs, out of business Manchester Pet Jan 12 Ord Feb 6

SLATER, JOHN HERBERT, Plowden bldgs, Temple, Barrister at law High Court Pet Jan 11 Ord Feb 4

SPICER, JAMES THOMAS, Hillingdon Heath, nr Uxbridge, Miller Aylesbury Pet Jan 16 Ord Feb 4

STRACHAN, WILLIAM, Scarborough, Draper's Assistant Scarborough Pet Feb 5 Ord Feb 5

SYMONS, GEORGE, Exeter, Builder Exeter Pet Feb 6 Ord Feb 6

SZALAY, JOSEPH, Fenchurch st, Hair Dresser High Court Pet Jan 19 Ord Feb 4

TAPSELL, HORACE, St Paul's Cray, Kent, Licensed Victualler Croydon Pet Feb 4 Ord Feb 4

TATTERSALL, BARTON, Rastrick, Yorks, Joiner Halifax Pet Feb 4 Ord Feb 4

THOMAS, JAMES EYNON, Bridgend, Glam, Painter Cardiff Pet Feb 1 Ord Feb 1

THOMPSON, WILLIAM, Cransley, Northamptonshire, Shoe Manufacturer Northampton Pet Feb 2 Ord Feb 2

TURNER, WILLIAM, North Walsham, Norfolk, of no occupation Norwich Pet Feb 4 Ord Feb 4

WADE, GEORGE DODSWORTH, Bishop Auckland, Durham, Saddle Maker Durham Pet Feb 4 Ord Feb 4

WEST, JONATHAN, Macclesfield, Braid Manufacturer Macclesfield Pet Feb 4 Ord Feb 4

WILLIAMS, ROBERT THOMAS, Frome, Somerset, Farmer Frome Pet Feb 6 Ord Feb 6

WILLIAMS, THOMAS, jun, Bristol, Fine Art Dealer Bristol Pet Feb 5 Ord Feb 5

WOOD, FREDERICK WILLIAM, Crosshills, Yorks, Schoolmaster Bradford Pet Feb 4 Ord Feb 4

WORTHINGTON, JOHN T., Leeds, Tailors' Trimming Dealer Leeds Pet Jan 23 Ord Feb 6

FIRST MEETINGS.

AGAR, THOMAS, Redcar, Yorks, Greengrocer Feb 19 at 11 Off Rec, 8, Albert rd, Middlesborough

BANCROFT, WILLIAM, Blaenavon, Mon, Grocer Feb 15 at 12 Off Rec, Merthyr Tydfil

BARTON, FREDERICK, Mercer's rd, Tuffnell pk, Farmer Feb 15 at 2.30 33, Carey st, Lincoln's inn

BRADLEY, FREDERICK, Smethwick, Staffs, Plumber Feb 16 at 11 25, Colmore row, Birmingham

BROWN, FRANK JOHN, West Malling, Kent, Tailor Feb 18 at 3 Off Rec, Week st, Maidstone

BULLER, GEORGE, Swansea, Grocer Feb 18 at 12 Off Rec, 6, Rutland st, Swansea

BURNETT, WILLIAM, Ditchampton, Wilts, Haulier Feb 19 at 3 Off Rec, Salisbury

COOKE, JOHN, Ilkeston, Derbyshire, Boot Dealer Feb 15 at 2.30 Off Rec, St James's chbrs, Derby

CORDON, HENRY, Nottingham, Plumber Feb 16 at 11 Off Rec, 1, High pavement, Nottingham

COX, CHARLES, Nottingham, Grocer Feb 16 at 12 Off Rec, 1, High pavement, Nottingham

CROW, WILLIAM EDWARD, jun, Redditch, Grocer Feb 19 at 11 25, Colmore row, Birmingham

DEVEY, JOSEPH, Wolverhampton, Licensed Victualler Feb 19 at 12 Off Rec, Wolverhampton

ELY, TOM, Old Brompton, Kent, Butcher Feb 20 at 11.30 Off Rec, High st, Rochester

FAWCETT, WILLIAM, Leeds, Milk Dealer Feb 18 at 11 Off Rec, 22, Park row, Leeds

FORDHAM, ALFRED WALTER, Grays, Essex, Builder Feb 18 at 11.30 Off Rec, High st, Rochester

FOSTER, HENRY, Plymouth, Builder Feb 19 at 11 10, Athenæum ter, Plymouth

FRANCIS, WILLIAM, Southsea, Tailor Feb 19 at 12.30 Chamber of Commerce, 145, Cheapside

GUNTERHOUSEN, CHARLES, Coburg rd, Old Kent rd, Potato Salesman Feb 15 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's Inn fields

HANECOCK, WILLIAM HENRY, Chatham, Shipwright Feb 19 at 11.30 Off Rec, High st, Rochester

HODDER, CHARLES VAGG, Broadmayne, nr Dorchester, Butcher Feb 16 at 12.15 Antelope Hotel, Dorchester

ILLIDGE, EBENEZER, Wolverhampton, Coal Merchant Feb 26 at 12 Off Rec, Wolverhampton

JACKSON, THOMAS, Manchester, Baker Feb 19 at 11.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester

KIRKHAM, WALTER SCATTERGOOD, Moss Side, nr Manchester, Dealer in Berlin Wool Feb 18 at 11.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester

LIDSTONE, FREDERICK BARTLETT, Warwick rd, Kensington Feb 15 at 12 33, Carey st, Lincoln's inn

LUMSDEN, HAMIT ISABELLA, Burbage, nr Buxton, Fishmonger Feb 15 at 12 Off Rec, County chmbrs, Market pl, Stockport

MAUGHAN, JOHN, Blackwell House, nr Carlisle, Farmer Feb 19 at 12 Off Rec, 34, Fisher st, Carlisle

MULLOY, ROGER, Waterloo, nr Liverpool, Brewer Feb 19 at 2 Off Rec, 35, Victoria st, Liverpool

PEARMAN, HENRY, Wandsworth Feb 18 at 3 119, Victoria st, Westminster

PEGG, JAMES, Billington rd, New Cross rd, out of business Feb 15 at 11 Bankruptcy bldgs, Lincoln's inn

PROSSER, JOHN, and GWILYM PROSSER, Hirwain, Glam, Grocers Feb 15 at 2 Off Rec, Merthyr Tydfil

RENNOLDSON, JAMES, Stockton on Tees, Farmer Feb 19 at 11.30 Off Rec, 8, Albert rd, Middlesborough

SANDERSON, JARVIS, Sheffield, Publican Feb 19 at 3 Off Rec, Figtree lane, Sheffield

STERNBERG, JOSEPH, Wolverhampton, Paper Hanging Dealer Feb 19 at 11.30 Off Rec, Wolverhampton

SYMONS, GEORGE, Exeter, Builder Feb 20 at 11 Off Rec 13, Bedford circus, Exeter

TATTERSALL, BARTON, Rastricks, Yorks, Joiner Feb 18 at 11 Off Rec, Halifax

TAYLOR, JOHN WILLIAM, Oldham, Agent Feb 15 at 10 Off Rec, Priory chmbrs, Union st, Oldham

TURNER, ALEXANDER, Birmingham, Butcher Feb 20 at 11 25, Colmore row, Birmingham

TURNER, WILLIAM, North Walsham, Norfolk, no occupation Feb 18 at 10.15 Off Rec, 8, King st, Norwich

WEST, JONATHAN, Macclesfield, Braid Manufacturer Feb 18 at 11 Off Rec, 23, King Edward st, Macclesfield

WHITE, THOMAS, Hemyock, Devon, Baker Feb 16 at 10.30 Railway Hotel, Tiverton Junction, Devon

WILLIAMS, THOMAS, Bwlch Gwyn, Glam, Farmer Feb 19 at 12 Court House, Pontypridd

WOOD, FREDERICK WILLIAM, Crosshills, Yorks, Schoolmaster Feb 18 at 11 Off Rec, 31, Manor row, Bradford

WORTHINGTON, JOHN T., Leeds, Tailors' Trimming Dealer Feb 18 at 12 Off Rec, 22, Park row, Leeds

ADJUDICATIONS.

AGAR, THOMAS, Redcar, Yorks, Greengrocer Stockton on Tees and Middlesborough Pet Feb 2 Ord Feb 4

ALDRIDGE, HENRY JAMES, Bournemouth, Shop Fitter Poole Pet Jan 17 Ord Jan 21

BALDWIN, JOHN THOMAS, Worth, Sussex, Builder Tunbridge Wells Pet Jan 26 Ord Feb 4

BARNFATHER, JAMES SMITH, Hunslet, Leeds, Gent Leeds Pet Feb 6 Ord Feb 6

BATES, WILLIAM NORTH, Liverpool, Auctioneer's Manager Birkenhead Pet Jan 31 Ord Feb 5

BLUNT, ANTHONY, Upper North st, Caledonian rd, Middlesex, Cab Proprietor High Court Pet Nov 30 Ord Feb 2

BRUNKER, GEORGE FREDERICK, Bradford, Wilts, Baker Bath Pet Feb 4 Ord Feb 4

BUCKLER, JOHN, Kettering, Northamptonshire, Builder High Court Pet Nov 5 Ord Feb 5

DEVEY, JOSEPH, Wolverhampton, Licensed Victualler Wolverhampton Pet Jan 28 Ord Feb 5

EDLESTONE, RALPH JOHN, Bowdon, Cheshire, Dealer in Horses Manchester Pet Feb 6 Ord Feb 6

ELY, TOM, Old Brompton, Kent, Butcher Rochester Pet Feb 6 Ord Feb 6

FOSTER, HENRY, Mutley, Plymouth, Builder East Stonehouse Pet Jan 15 Ord Feb 4

GIBBS, W. A., High st, Poplar Builder High Court Pet Jan 7 Ord Feb 5

GUNTERHOUSEN, CHARLES, Coburg rd, Old Kent rd, Potato Salesman High Court Pet Jan 15 Ord Feb 4

HANECOCK, WILLIAM HENRY, Chatham, Shipwright Rochester Pet Feb 5 Ord Feb 5

HARDY, THOMAS, Durham, Glass Dealer Durham Pet Feb 5 Ord Feb 5

HARLEY, EDWARD, Lugwardine, Hereford, Farmer Hereford Pet Feb 4 Ord Feb 4

HARVEY, JOHN, Longton, Staffs, Brickmaker Stoke on Trent Pet Feb 5 Ord Feb 5

HOWELL, EDWIN CHARLES, and JOHN MORRIS PEARCE HOWELL, Crozier st, Lambeth, Builders High Court Pet Dec 18 Ord Feb 4

JENKIN, EMILY, Helston, Cornwall, Boot Dealer Truro Pet Feb 2 Ord Feb 4

JONES WILLIAM, Blaenffodd, Pembroke, General Merchant Carmarthen Pet Feb 1 Ord Feb 1

KIRKHAM, WALTER SCATTERGOOD, Moss Side, nr Manchester, Dealer in Berlin Wool Salford Pet Jan 31 Ord Feb 6

LAZENBY, WILLIAM, Latchford, Cheshire, Baker Warrington Pet Jan 29 Ord Feb 4

MACHAN, WILLIAM COLIN, Dewsbury, Carpet Dealer Dewsbury Pet Feb 4 Ord Feb 4

NICHOL, JAMES AYLING, Crisp st, Poplar, Confectioner High Court Pet Jan 31 Ord Feb 5

PEGG, JAMES, Billington rd, New Cross rd, out of business High Court Pet Jan 14 Ord Feb 5

ROWE, HENRY, Kingston upon Hull, Journeyman Butcher Kingston upon Hull Pet Feb 4 Ord Feb 4

ROWSE, JOHN RICHARD, Kingston upon Hull, Smackowner Kingston upon Hull Pet Feb 4 Ord Feb 4

STONE, EDWIN SAMUEL, Chiswick, Grocer's Manager Brentford Pet Jan 30 Ord Feb 5

STRACHAN, WILLIAM, Scarborough, Draper's Assistant Scarborough Pet Feb 5 Ord Feb 5

SYMONS, GEORGE, Exeter, Builder Exeter Pet Feb 6 Ord Feb 6

TAPSELL, HORACE, St Paul's Cray, Kent, Licensed Victualler Croydon Pet Jan 29 Ord Feb 4

TATTERSALL, BARTON, Rastrick, Yorks, Joiner Halifax Pet Feb 4 Ord Feb 4

THOMAS, JAMES EYNON, Bridgend, Glam, Painter Cardiff Pet Feb 1 Ord Feb 1

THOMPSON, ROBERT BIRD, Teddington, Gent Kingston, Surrey Pet Dec 4 Ord Feb 4

THOMPSON, WILLIAM, Cransley, Northamptonshire, Bootmaker Northampton Pet Feb 2 Ord Feb 2

TURNER, WILLIAM, North Walsham, Norfolk, no occupation Norwich Pet Feb 2 Ord Feb 4

WE-T, JONATHAN, Macclesfield, Braid Maker Macclesfield Pet Feb 4 Ord Feb 4

WILLIAMS, ROBERT THOMAS, Frome, Somerset, Farmer Frome Pet Feb 6 Ord Feb 6

WOOD, FREDERICK WILLIAM, Crosshills, Yorks, Schoolmaster Bradford Pet Feb 4 Ord Feb 4

WORTHINGTON, JOHN T, Leeds, Tailors' Trimming Dealer Leeds Pet Jan 23 Ord Feb 6

London Gazette.—TUESDAY, Feb. 12.

RECEIVING ORDERS.

BATTY, CHRISTOPHER, Crossfield rd, Hampstead, Gent High Court Pet Feb 7 Ord Feb 7

BURR, JOSIAH, Harpenden, Herts, Corn Factor St Albans Pet Feb 9 Ord Feb 9

BURSTON, JOHN, Teignmouth, Devon, Merchant Exeter Pet Feb 8 Ord Feb 8

COHEN, MAURICE, Whitechapel rd, Leather Merchant High Court Pet Feb 9 Ord Feb 9

DEBHAM, ARTHUR JONES, Soho hill, Handsworth, Stafford, Cooper Birmingham Pet Feb 8 Ord Feb 8

ROBERTS, JOSEPH, The Schoolhouse, Lysfaen, Carnarvon, Schoolmaster Bangor Pet Feb 8 Ord Feb 8

EDWARDS, WILLIAM, Llandovery, Carmarthen, Painter Carmarthen Pet Feb 9 Ord Feb 9

FRASER, ALEXANDER COLVIN, Old Trafford, nr Manchester, Consulting Engineer Salford Pet Feb 8 Ord Feb 8

GITTINGS, CHRISTOPHER, Syresham, Northampton, Schoolmaster Banbury Pet Feb 7 Ord Feb 7

GUY, GEORGE, Bradford, Wilts, Grocer Bath Pet Feb 9 Ord Feb 9

HALL, WILLIAM SIDNEY, Shanklin, I.W., Lodging house Keeper Newport and Ryde Pet Feb 8 Ord Feb 8

HARRISON, WILLIAM THOMPSON, and ARTHUR JOHN TUNSTALL LEIGH, Gaythorne, Manchester, Yeast Manufacturers Manchester Pet Feb 9 Ord Feb 9

HASE, WILLIAM, Weston super Mare, Somerset, out of business Bridgwater Pet Feb 9 Ord Feb 9

HOPE, THOMAS, Overton, Hamps, Miller Winchester Pet Feb 8 Ord Feb 8

JARRETT, RICHARD WILLIAM, Pigwell path, Hackney, American Organ Manufacturer High Court Pet Feb 7 Ord Feb 7

JONES, RICHARD, Llandyfrydog, Anglesey, Grocer Bangor Pet Feb 7 Ord Feb 7

JOHNSON, ALFRED, Eastbourne, Coachbuilder Eastbourne Pet Feb 7 Ord Feb 7

KILVINGTON, JOSEPH, York, Grocer York Pet Feb 8 Ord Feb 8

KNIGHT, MARY ELIZABETH, Regent st, Middlesex, Court Milliner High Court Pet Feb 6 Ord Feb 7

MARSH, WILLIAM JAMES, Bristol, Tobacconist Bristol Pet Feb 7 Ord Feb 7

MEADOWS, THOMAS, Alverthorpe, Yorks, Innkeeper Wakefield Pet Feb 7 Ord Feb 7

METCALFE, THOMAS, Leeds, Cloth Presser Leeds Pet Feb 8 Ord Feb 8

MITCHELL, JOSEPH, Sheffield, Engineer Sheffield Pet Feb 8 Ord Feb 8

MORLEY, ARTHUR WILLIAM, Talbot rd, Bayswater, out of business High Court Pet Jan 19 Ord Feb 8

NEEDHAM, M., Goldsmith's bldgs, Temple, Barrister at Law High Court Pet Jan 3 Ord Feb 8

NICHOLSON, THOMAS, Kingston upon Hull, Boiler-

maker Kingston upon Hull Pet Feb 7 Ord Feb 7
NORRIS, FANNY, Redcar, Yorks, Jet Dealer Stockton on Tees and Middlesborough Pet Feb 6 Ord Feb 6
PAY, WALTER SAMUEL, Blythe rd, Hammersmith, Corn Merchant High Court Pet Jan 22 Ord Feb 8
PEARCE, GEORGE JOHN, Victoria Dock rd, Oilman High Court Pet Feb 7 Ord Feb 7
RIDLEY, JOSEPH JAMES, Lupus st, St George's sq, Solicitor High Court Pet Nov 16 Ord Feb 8
ROBERTS, JOSEPH, Llysfaen, Carnarvonshire, Schoolmaster Bangor Pet Feb 8 Ord Feb 8
STIDWORTHY, GEORGE PERROTT, East Ogwell, Devon, Baker Exeter Pet Feb 9 Ord Feb 9
STOCKWELL, EMMA UMFREY, Aylesbury, Tailor Aylesbury Pet Jan 31 Ord Feb 9
STRATTON, AMELIA, Marlborough st, Blackfriar's rd, General Carman High Court Pet Feb 7 Ord Feb 7
TAYLOR, JOSEPH, jun, Hunslet, Leeds, Earthenware Manufacturer Leeds Pet Feb 8 Ord Feb 8
THOMAS, GEORGE HUBERT, Queen st, Saw Mills Agent High Court Pet Feb 7 Ord Feb 7
TUCKER, JOSEPH PETER, Ventnor, I. W., China Dealer Newport and Ryde Pet Feb 7 Ord Feb 7
UBIDGE, GEORGE, Lewes, Miller Lewes Pet Feb 8 Ord Feb 8
WAGSTER, JOHN, Chorlton on Medlock, Manchester, Beerhouse Keeper Manchester Pet Feb 7 Ord Feb 7
WHALL, FREDERICK SIDNEY, Heigham, Norwich, Journeyman Carpenter Norwich Pet Feb 7 Ord Feb 7
WHITE, WILLIAM NORMAN, Greenwich, Tailor Greenwich Pet Feb 6 Ord Feb 6
WILDING, JOHN, Ulverston, Fish Dealer Ulverston Pet Feb 8 Ord Feb 8
WOLFE, FRANK GEORGE, and GEORGE WOLFE, East Cowes, General Dealers Newport and Ryde Pet Feb 7 Ord Feb 7
WOODS, WILLIAM, Preston, Plumber Preston Pet Feb 7 Ord Feb 7
WOOLEY, GEORGE ROBERT, Bexley, Kent, Clerk High Court Pet Feb 9 Ord Feb 9

FIRST MEETINGS.

BARDGETT, JAMES, Blackpool, out of business Feb 20 at 3 Off Rec, 22, Park row, Leeds
BROWN, JOHN, Tintern, Mon, Mason Feb 21 at 12.30 Off Rec, 12, Tredegar pl, Newport, Mon
BRUNKER, GEORGE FREDERICK, Bradford, Wilts, Baker March 6 at 1 Off Rec, Bank chambers, Bristol
DARBISHIRE, EMILY, Bedford, Widow Feb 19 at 11 8, St Paul's sq, Bedford
DAVIES, PHILIP, Brecon, Innkeeper Feb 20 at 12 George Hotel, Brecon
DICKINSON, THOMAS TEAL, Greetland, nr Halifax, out of business Feb 21 at 11 Off Rec, Halifax
FINKELSTEIN, DAVID, and FANNY ISAACSON, Stoke Newington Feb 19 at 2.30 33, Carey st, Lincoln's inn
FORESTER, CHARLES, Gt Grimsby, Smack Owner Feb 19 at 11.30 Off Rec, 3, Haven st, Gt Grimsby
FRANKLIN, J & A, Dunmow, Essex Feb 21 at 12 Railway Hotel, Bishop's Stortford, Herts
GOULSTONE, CHARLES JAMES, Lisson st, Marylebone, Publican Feb 20 at 2.30 33, Carey st, Lincoln's inn
GRESSWELL, WILLIAM KEMP, Gt Grimsby, Draper Feb 19 at 1 Off Rec, 3, Haven st, Gt Grimsby
HAIL, WILLIAM SIDNEY, Shanklin, I. W., Lodging house keeper Feb 21 at 2 Holyrood chmbrs, Newport, I. W.
HOBBS, WILLIAM HENRY, Fleet rd, Hampstead, Estate Agent Feb 19 at 12 33, Carey st, Lincoln's inn
HOPPER, ROBERT SCOTT, Saltwell, Gateshead, Solicitor Feb 20 at 10.30 Off Rec, Pink lane, Newcastle on Tyne
JENKIN, EMILY, Helston, Cornwall, Boot Dealer Feb 19 at 12 Off Rec, Boscawen st, Truro
KEMP, GEORGE, jun, Margate, Licensed Victualler Feb 21 at 11 33, Carey st, Lincoln's inn
LAKE, WILLIAM WELLINGTON, Walthamstow, Surgeon Feb 19 at 11 Bankruptcy bldgs, Lincoln's inn
LAZENBY, WILLIAM, Latchford, Cheshire, Baker Feb 22 at 11.30 Court House, Upper Bank st, Warrington
LEWIS, JOHN, Bridgend, Glamorganshire, Draper Feb 20 at 12 Bankruptcy bldgs, Lincoln's inn
LUCKING, ROBERT, Hatfield Peveril, Essex, Farmer Feb 20 at 10 County Court, Maldon
MACHAN, WILLIAM COLIN, Dewsbury, Carpet Dealer Feb 19 at 3 Off Rec, Bank chbrs, Batley
MARSH, WILLIAM JAMES, Bristol, Tobacconist March 6 at 12.30 Off Rec, Bank chbrs, Bristol
MEADOWS, THOMAS, Alverthorpe, nr Wakefield, Innkeeper Feb 19 at 11 Off Rec, Bond ter, Wakefield
NICOLAS, EDMUND, Bury, Lancashire, Woollen Printer Feb 20 at 11.30 16, Wood st, Bolton
NIXON, GEORGE, Torrington sq, Commission Agent Feb 20 at 11 Bankruptcy bldngs, Portugal st, Lincoln's inn
REED, CHARLES, Leytonstone, Builder Feb 19 at 11 Bankruptcy buildings, Portugal street, Lincoln's inn
RODERICK, JOHN, Troedyrhiw, Merthyr Tydfil, Farmer Feb 21 at 12 Off Rec, Merthyr Tydfil
SIDDALL, JAMES, Harpurhey, Lancashire, Soap Manufacturer Feb 19 at 11 Off Rec, Ogden's chbrs, Bridge st, Manchester
SLATER, HARRY, Leeds, Aerated Water Manufacturer Feb 20 at 11 Off Rec, 22, Park row, Leeds
STIDWORTHY, GEORGE PERROTT, East Ogwell, Devon, Baker Feb 23 at 11 The Castle, Exeter
THRUSSELL, GEORGE, New Barnet, Herts, Florist Feb 19 at 11 No. 16 Room, 30 and 31, St Swithin's lane
TODD, THOMAS, South Kelsey, Lincs, Tailor Feb 19 at 11 Off Rec, 3, Haven st, Great Grimsby
TUCKER, JOSEPH PETER, Ventnor, I W., Glass Dealer Feb 21 at 12 Holyrood chbrs, Newport
WADDINGTON, JAMES, Pancras lane, Builder Feb 19 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
WAGSTER, JOHN, Chorlton on Medlock, Manchester, Beerhouse Keeper Feb 19 at 12 Off Rec, Ogden's chbrs, Bridge st, Manchester
WILLIAMS, G. C., Hatton garden, Factor Feb 21 at 12 33, Carey st, Lincoln's inn
WILLIAMS, ROBERT THOMAS, Frome, Somersetshire, Farmer March 12 at 12 George Hotel, Frome
WILLIAMS, THOMAS, jun, Bristol, Fine Art Dealer March 6 at 12 Off Rec, Bank chbrs Bristol
WOLFE, FRANK GEORGE, and GEORGE WOLFE, East Cowes, I W., General Dealers Feb 21 at 11 Holyrood chbrs, Newport
WOOD, RAYMOND, Blurton rd, Clapton, Builder Feb 20 at 12 33, Carey st, Lincoln's inn
WOODS, WILLIAM, Preston, Plumber Feb 19 at 3 County Court Offices, Winckley st, Preston

ADJUDICATIONS.

BATTY, CHRISTOPHER, Crossfield rd, Hampstead, no occupation High Court Pet Feb 7 Ord Feb 7
BURSTON, JOHN, Teignmouth, Devon, Merchant Exeter Pet Feb 8 Ord Feb 8
CHAPMAN, JOHN, Uppingham, Plumber Leicester Pet Jan 4 Ord Feb 5
CHECKLEY, ALFRED ERNEST, Leicester, Tailor Leicester Pet Jan 24 Ord Feb 5
CORDEUX-RHYS, FREDERICK, and ALBERT BRUCE BEDELLS, Tottenham ct rd, Manufacturing Confectioners High Court Pet Jan 26 Ord Feb 8
EDWARDS, WILLIAM, Llandovery, Carmarthenshire, Painter Carmarthen Pet Feb 9 Ord Feb 9
EVANS, JOHN, Mount st, Grosvenor sq, Watch Maker High Court Pet Jan 26 Ord Feb 7
FORDHAM, ALFRED WALTER, Grays, Essex, Builder Rochester Pet Dec 29 Ord Feb 7
FRANCIS, HENRY, Palace mews, Eaton ter, Commission Agent High Court Pet Jan 11 Ord Jan 12
FRASER, ALEXANDER COLVIN, Old Trafford, nr Manchester, Engineer Salford Pet Feb 8 Ord Feb 8
GITTINGS, CHRISTOPHER, Syresham, Northamptonshire, Schoolmaster Banbury Pet Feb 7 Ord Feb 7
GRIME, THOMAS, Darwen Blackburn Pet Jan 22 Ord Feb 8
GUY, GEORGE, Bradford, Wilts, Grocer Bath Pet Feb 9 Ord Feb 9
HALL, WILLIAM SIDNEY, Shanklin, I. W., Lodging House Keeper Newport and Ryde Pet Feb 8 Ord Feb 8
HARRIS, JOHN, Cardiff, Lodging house Manager Cardiff Pet Jan 31 Ord Feb 9
HARRISON, WILLIAM THOMPSON, and ARTHUR JOHN TUNSTALL LEIGH, Gaythorn, Manchester, Yeast Manufacturers Manchester Pet Feb 9 Ord Feb 9
HASE, WILLIAM, Weston super Mare, Somerset, out of business Bridgwater Pet Feb 7 Ord Feb 9
HAYLES, ROBERT EDWIN, Newport, I.W., Butcher Newport Pet Feb 1 Ord Feb 5
HODDER, CHARLES VEGO, Broadmayne, nr Dorchester, Butcher Dorchester Pet Feb 2 Ord Feb 7
JARRETT, RICHARD WILLIAM, Pigwell path, Hackney, American Organ Manufacturer High Court Pet Feb 7 Ord Feb 7
JOHNSON, ALFRED, Eastbourne, Coach Builder Eastbourne Pet Feb 4 Ord Feb 7
JONES, RICHARD, Llandyfrydog, Anglesey, Grocer Bangor Pet Feb 7 Ord Feb 7
KILVINGTON, JOSEPH, York, Grocer York Pet Feb 8 Ord Feb 8
MARSH, WILLIAM JAMES, Bristol, Tobacconist Bristol Pet Feb 7 Ord Feb 7
MEADOWS, THOMAS, Alverthorpe, York, Innkeeper Wakefield Pet Feb 7 Ord Feb 7
METCALF, THOMAS, Leeds, Cloth Presser Leeds Pet Feb 8 Ord Feb 8
MILLER, E. A., Barons Ct chmbrs, West Kensington, Wine Merchant High Court Pet Dec 12 Ord Feb 7
MITCHELL, JOSEPH, Sheffield, Engineer Sheffield Pet Feb 8 Ord Feb 8
NICHOLSON, THOMAS, Kingston upon Hull, Boiler Maker Kingston upon Hull Pet Feb 7 Ord Feb 7
NORRIS, FANNY, Redcar, York, Jet Dealer Stockton on Tees and Middlesborough Pet Feb 6 Ord Feb 6
PEARCE, GEORGE JOHN, Victoria Dock rd, Oilman High Court Pet Feb 7 Ord Feb 7
PHILBY, JOSEPH, Saxby villas, East Ham, Builder High Court Pet Nov 27 Ord Feb 7
ROBERTS, JOSEPH, Llysfaen, Carnarvonshire, Schoolmaster Bangor Pet Feb 8 Ord Feb 8
SIDDALL, JAMES, Harpurhey, Lancs, Soap Manufacturer Manchester Pet Jan 12 Ord Feb 8
SKULL, EDWIN GEORGE, Fairlawn ter, Sydenham, Oil Merchant Greenwich Pet Dec 28 Ord Feb 7
STILDWORTHY, GEORGE PERROTT, East Ogwell, Devon, Baker Exeter Pet Feb 9 Ord Feb 9
STRATTON, AMELIA, Marlborough st, Blackfriars rd, General Carman High Court Pet Feb 7 Ord Feb 7
SZALAY, JOSEPH, Fenchurch st, Hairdresser High Court Pet Jan 19 Ord Feb 7
TAYLOR, JOSEPH, jun, Hunslet, Earthenware Manufacturer Leeds Pet Feb 8 Ord Feb 8
THOMAS, GEORGE HUBERT, Queen st, Cheapside, Agent to the Cassiobury Saw Mills High Court Pet Feb 7 Ord Feb 7
TUCKER, JOSEPH PETER, Ventnor, Glass Dealer Newport and Ryde Pet Feb 7 Ord Feb 7
WAGSTER, JOHN, Chorlton on Medlock, Manchester, Beerhouse Keeper Manchester Pet Feb 7 Ord Feb 7
WHALL, FREDERICK SIDNEY, Heigham, Norwich, Journeyman Carpenter Norwich Pet Feb 7 Ord Feb 8
WHITE, THOMAS, Hemyock, Devon, Baker Taunton Pet Jan 28 Ord Feb 6
WILDING JOHN, Ulverston, Fish Dealer Ulverston Pet Feb 8 Ord Feb 8
WOLFE, FRANK GEORGE, and GEORGE WOLFE, East Cowes, General Dealers Newport and Ryde Pet Feb 7 Ord Feb 7
WOOD, ALBERT JOSHUA, Edgbaston, Warwickshire, Iron Manufacturer Oldbury Pet Jan 14 Ord Feb 8
WOODS, WILLIAM, Preston, Plumber Preston Pet Feb 7 Ord Feb 7

SALES OF ENSUING WEEK.

Feb. 19.—Messrs. PHILIP D. TUCKETT & Co, at the Mart, E.C., at 12 noon, Leasehold Ground-rents (see advertisement, this week, p. 260).
Feb. 20.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2.30 p m., Stocks and Shares (see advertisement, Feb. 9, p. 245).
Feb 22.—Messrs. BAKER & SONS, at the Mart, E.C., at 2 p.m., Freehold Ground-rents (see advertisement, Feb. 2, p. 4).

CONTENTS.

SALES FOR THE YEAR 1889.

MESSRS. BAKER & SONS beg to announce that their SALES of LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground Rents, Reversions, Shares, and other Properties, will be held at the Mart, Tokenhouse-yard, E.C., as follows:—

Wed. Feb 20	Fri, May 24	Fri, Sept 6
Fri, Feb 22	Fri, May 31	Fri, Sept 20
Fri, Mar 8	Fri, June 14	Fri, Oct 11
Fri, Mar 22	Fri, June 28	Fri, Oct 25
Fri, April 5	Fri, July 12	Fri, Nov 15
Fri, April 12	Fri, July 26	Fri, Nov 29
Fri, May 3	Fri, Aug 16	Fri, Dec 13
Fri, May 17	Fri, Aug 30	

Auctions can be held on days besides those above specified.—No. 11, Queen Victoria-street, E.C. Telephone No. 1,669. Telegraphic address, "Akaber, London."

ON FRIDAY NEXT.

By order of the Commissioners of Sewers of the City of London—To Trustees and others.—An important Freehold Ground-Rent of £360 per annum, with valuable Reversion in 28 years to the rack rental, moderately estimated at £1,200 per annum.

MESSRS. BAKER & SONS are instructed by the Commissioners of Sewers for the City of London to SELL by AUCTION, at the MART, E.C., on FRIDAY NEXT, FEB. 22, at TWO, the exceptionally well-secured FREEHOLD GROUND-RENT of £360 per annum, arising from the commanding shop and business premises, No. 164, Fenchurch-street, a substantial newly-fronted building, occupying an exceptionally fine position in the heart of the City, comprising shop, basement, and three upper floors, with frontages to Feachurch-street and Bell-court. Let to Mr. C. J. Kino, the well-known wholesale clothier, at a ground-rent of £360 per annum, for a term of 28 years unexpired, at the expiration of which the purchaser will be entitled to the rack-rental. The property, therefore, offers to trustees, capitalists, and others an investment of the highest class, which will yearly increase in value.

Particulars, plans, and conditions of sale of E. A. Pavlis, Esq., the Solicitor to the Commissioners, Church-court, Old Jewry, E.C.; at the Offices of the Engineer and Surveyor, Guildhall, E.C.; and of the Auctioneers, No. 11, Queen Victoria-street, E.C.

BECKENHAM.

High-class long Leasehold Ground-rents, suitable for Trustees and others seeking a secure investment free from trouble.

MESSRS. PHILIP D. TUCKETT & CO. are instructed by the Representatives of the late George Harcourt, Esq., M.D., to SELL by AUCTION, at the MART, Tokenhouse-yard, E.C., on TUESDAY NEXT, FEBRUARY 19th, at TWELVE o'clock, in 14 Lots, FOURTEEN LEASEHOLD GROUND-RENTS, amounting to £213 per annum, amply secured upon 14 high-class detached residences in the Avenue, at Beckenham, the rental value of which is £140 to £170 each house. Held direct from the freeholder, at peppercorn or nominal ground-rents for 67½ years unexpired.

Particulars at the Mart; of Messrs. Abbot, Pope, Brown, & Abbot, Solicitors, Bristol; of Messrs. Tatham & Procter, Solicitors, 36, Lincoln's-inn-fields, W.C.; and of Messrs. Philip D. Tuckett & Co., Land Agents, Surveyors, and Auctioneers, 10A, Old Broad-street, E.C.

WATFORD, HERTS.—To be Sold or Let, a very complete Residential Property, for many years in the occupation of the Hon. Mr. Justice Charles, within five minutes' walk of the station and town. The house is most substantially built, and fitted with every comfort and convenience. It contains 4 reception rooms, good domestic offices, 8 bedrooms, and a bathroom, and stands in well-timbered and handsomely planted gardens and grounds of nearly 2 acres, with a range of glass houses, tennis lawn, &c.—Apply to Messrs. HUMBERT, SON, & FLINT, Watford, and Lincoln's-inn-fields.

SOLICITORS.—A fine Suite of Offices (three or five rooms) to be Let, at New Stone-buildings, Chancery-lane, close to the Law Courts and the Chancery-lane Safe Deposit; lighted by electric light; every convenience; moderate rent; use of elegant arbitration rooms in same building at reduced terms.—Apply at the Collector's Office, in the Hall of 63 and 64, Chancery-lane, W.C.

RESIDENTIAL FLAT, overlooking Lincoln's-inn-fields, to be Let.—In a new Building and fitted with every convenience; six well-lighted rooms, exceedingly quiet and suitable for a Professional Gentleman or anyone studying; close to the Royal Courts of Justice; rent, £90 per annum.—Apply, on the premises, to the Attendant, 3 and 4, Lincoln's-inn-fields; or to the Manager, in the Hall of 63 and 64, Chancery-lane, W.C.

ARBITRATION ROOMS, or Rooms for Companies' and Societies' Meetings, to be Let; close to the Royal Courts of Justice and Chancery-lane Safe Deposit; well furnished, and fitted with every convenience; lighted by electric light; rent moderate.—Apply to the Collector, in the Hall of 63 and 64, Chancery-lane, W.C.

SALES BY AUCTION FOR THE YEAR 1889.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER beg to announce that their SALES of LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-rents, Advowsons, Reversions, Stocks, Shares, and other Properties, will be held at the Auction Mart, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—

Tues, Feb 26	Tues, May 14	Tues, July 30
Tues, Mar 5	Tues, May 21	Tues, Aug 6
Tues, Mar 12	Tues, May 28	Tues, Aug 13
Tues, Mar 19	Tues, June 4	Tues, Aug 20
Tues, Mar 26	Tues, June 18	Tues, Aug 27
Tues, April 2	Tues, June 25	Tues, Oct 8
Tues, April 9	Tues, July 2	Tues, Oct 22
Tues, April 16	Tues, July 9	Tues, Nov 5
Tues, April 30	Tues, July 16	Tues, Nov 19
Tues, May 7	Tues, July 23	Tues, Dec 3

Auctions can also be held on other days. In order to insure proper publicity, due notice should be given. The period between such notice and the proposed auction must considerably depend upon the nature of the property to be sold. A printed scale of terms can be had at 80, Cheapside, or will be forwarded. Telephone No. 1,503.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER'S LIST of ESTATES and HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 80, Cheapside, E.C., or will be sent by post in return for two stamps.—Particulars for insertion should be received not later than four days previous to the end of the preceding month.

STIMSON'S LIST of PROPERTIES for SALE for the present month contains 2,000 investments and can be had free. Particulars inserted without charge. It is the recognized medium for selling or purchasing property by private contract.—Mr. STIMSON, Auctioneer, Surveyor and Valuer, 3, New Kent-road, S.E.

TO SOLICITORS and TRUSTEES.—£10,000 Wanted on Freehold Mortgage in Middlesex; Building Estate; half surveyor's valuation would be taken; sound borrowers; advances not required.—HESTER & Co., Surveyors, 60, Moorgate-street, E.C.

OFFICES and CHAMBERS. — Lofty and Well-lighted Offices and Chambers to be Let at Lonsdale Chambers, No. 27, Chancery-lane (opposite the New Law Courts). Also large, well-furnished Rooms for Meetings, Arbitrations, &c.—Apply to Messrs. C. A. HARRISON & Co., Chartered Accountants, on the premises.

OFFICES to be LET.—Some splendid Rooms in a fine building close to the Law Courts, the Patent Office, and the Chancery-lane Safe Deposit; lighted by electric light, and with every convenience; moderate rent; well suited for a solicitor, law stationer, or patent agent.—Apply at the Collector's Office, in the Hall of 63 and 64, Chancery-lane, W.C.

THE J. B. WATKINS LAND MORTGAGE CO.
Commenced Business 1870. Incorporated 1883.
CAPITAL, 750,000 DOLS. SURPLUS, 400,470 DOLS.
Issue of
FIVE PER CENT. DEBENTURES
Interest payable Half-yearly in London by Coupon attached.

The Security for the Debentures consists of—
1. A deposit with the Farmers' Loan and Trust Company, of New York, as Trustees for the Debenture Holders of Mortgages, for the same amount as the Debentures, issued on Freehold Property valued at 2½ times the amount of the Mortgages.
2. The Capital and Surplus of the Company.

Thus it will be seen these Debentures form a first-class security.

The Company is also prepared to negotiate **Six per Cent. American Farm Mortgages.**

About £800,000 have been invested for English Investors, and not one shilling of interest or principal has been lost.

For full particulars apply to
H. G. CHALKLEY, London Manager,
14, Bishopsgate-street Without, E.C.

THE BRITISH LAW FIRE INSURANCE COMPANY, LIMITED.
Subscribed Capital, £1,000,000.
This Company is prepared to entertain proposals on eligible risks, including Mercantile Insurances. Applications for Agencies may be made to
H. FOSTER CUTLER, Manager and Secretary.
Offices, 5, Lothbury, Bank, London, E.C.

IMPERIAL FIRE INSURANCE COMPANY.
Established 1803.
1, Old Broad-street, E.C., and 22, Pall Mall, S.W.
Subscribed Capital, £1,200,000; Paid-up, £300,000.
Total Invested Funds over £1,800,000.
E. COZENS SMITH,
General Manager.

SCOTTISH PROVIDENT INSTITUTION.
(ESTABLISHED 1837.)
ITS ADVANTAGES are:—
A great'y LARGER ORIGINAL ASSURANCE—generally as much as 20 to 25 per cent.—without sacrifice of any portion of the profits.
LARGE ADDITIONS may be expected by good lives, for whom exclusively the Surplus is reserved.
FAMILY SETTLEMENTS.
The system is thus specially suited for FAMILY PROVISIONS, on marriage or otherwise, by securing, from the first, for the smallest present outlay, a competent Provision at the time when a family may be most dependent.
THE FUNDS EXCEED £6,200,000.
The Increase of Funds in the last seven years has been greater than in any Office in the Kingdom.
LOANS on LIFE INTERESTS and REVERSIONS.
17, King William-street, LONDON, E.C.
HEAD OFFICE:—6, St. Andrew-square, EDINBURGH.

REVERSIONARY and LIFE INTERESTS in LANDED or FUNDED PROPERTY or other Securities and Annuities PURCHASED, or Loans or Annuities thereon granted, by the EQUITABLE REVERSIONARY INTEREST SOCIETY (LIMITED), 10, Lancaster-place, Waterloo Bridge, Strand. Established 1835. Capital, £500,000. Interest on Loans may be capitalized.
F. S. CLAYTON, } Joint
C. H. CLAYTON, } Secretaries

LAW UNION FIRE and LIFE INSURANCE COMPANY.
ESTABLISHED IN THE YEAR 1854.
Chief Office—
126, CHANCERY LANE, LONDON, W.C.
City Branch—
1, ROYAL EXCHANGE BUILDINGS, E.C.
LIFE DEPARTMENT.
Special attention is drawn to the following features:—
1. The Bonus added to Policies on young lives at the last division of profits amounted to £75 for every £100 of premium paid during the Quinquennium.
2. Claims are payable immediately on proof of death and title.
3. The Premiums are moderate.
FIRE DEPARTMENT.
Losses settled promptly and liberally.
Private Houses and Ecclesiastical Buildings, if brick and tiled or slated, and free from hazardous surroundings, insured at a premium of 1s. 6d. for each £100.
Household Furniture in houses of similar construction insured at a premium of 2s. per cent.
Loans on Reversions and Life Interests.
Reversions purchased.
Annuities granted.
FRANK McGEDY, Actuary and Secretary.

NORTHERN ASSURANCE COMPANY.
Established 1836.
LONDON: 1, Moorgate-street, E.C. ABERDEEN, 1, Union-terrace.
INCOME & FUNDS (1887):—

Fire Premiums	£607 000
Life Premiums	97..00
Interest...	44,.03
Accumulated Funds	£3,421,000

PHŒNIX FIRE OFFICE, 19, LOMBARD-STREET and 57, CHARING-CROSS, LONDON.
Established 1782.
Moderate Rates. Absolute Security. Electric-Lighting Rules supplied. Liberal Loss Settlements. Prompt Payment of Claims.
Joint Secretaries—
W. C. MACDONALD and F. B. MACDONALD.
LOSSES PAID OVER
£16 000 000.

WEST of ENGLAND FIRE and LIFE INSURANCE COMPANY.—Established 1807. Head Office—Exeter. London Office—20, New Bridge-street, E.C. CAPITAL, £600,000. Fire Department—Risks of almost every description insured. Life Department—Special Feature: Combined System of Life Assurance. LOAN DEPARTMENT—REVERSIONS; LIFE INTERESTS; GOOD PERSONAL SECURITY.
EDWARD H. SMITHETT, Secretary.
Application for Agencies invited.

LOUISE LAURENT (DECEASED).

TO SOLICITORS and Others.—It is particularly requested that any Solicitor who may have acted for the above-named (who died at Knivet-road, Walham-green, on the 3rd November, 1888) in any Matter of Business within the last five years, or who is acquainted with the names of any of the relatives of the deceased, will at once communicate with Messrs. LINDO & Co., Solicitors, 80, Coleman-street, E.C.

LAW OF DISTRESS AMENDMENT ACT, 1888.

EDWARD JAMES GAIRDNER, Land Agent, Surveyor, and Auctioneer, is authorized by certificate to levy distraints.—Offices, 27, Southampton-buildings, Chancery-lane, W.C., and 180, Tottenham-court-road, W.